

City Clerk File No. Ord. 14.130  
Agenda No. 3.A 1st Reading  
Agenda No. 4.A 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.130

**TITLE:**

**ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY COLUMBUS HOTEL URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 13003, LOT 1, C3.80 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 80 COLUMBUS DRIVE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, Columbus Hotel Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

**WHEREAS**, the Entity is the contract purchaser of certain property known as Block 13003, Lot 1, C3.80, on the City's Official Tax map, consisting of approximately .125 acres, and more commonly known by the street address of 80 Columbus Drive, Jersey City, and more specifically described by metes and bounds, in the application [Property]; and

**WHEREAS**, the Property is located within the Exchange Place North Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Project was created by virtue of a Master Deed of 100 Columbus Condominium dated November 5, 2005, amended on April 27, 2006, and further amended July 12, 2013, as recorded in the Hudson County Register's Office, which partitioned the Property into three (3) separate and distinct condominium units, one of which is this Project, identified therein as Condo Unit 3B; and

**WHEREAS**, the Entity shall not amend the Master Deed during the term of the abatement without prior written notice to the City and not in any manner that would alter the Land Taxes or reduce the Service Charge to the City; and

**WHEREAS**, the Entity has applied for a 20 year long term tax exemption to construct a fourteen (14) story building to develop a commercial hotel project consisting of approximately 152 rooms (Residence Inn) for a total of approximately 91,759 square feet, to be constructed on partly vacant land and air rights over the existing Grove Street PATH station located on the corner of Christopher Columbus Drive and Marin Boulevard; and

**WHEREAS**, the Entity agrees that the project shall be subject to a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code; and

**WHEREAS**, the Project received site plan approval from the Planning Board on July 24, 2012, and amended site plan approval on April 2, 2013; and

**WHEREAS**, the Project is expected to generate approximately \$400,000 annually in hotel occupancy taxes for the City; and

**ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY COLUMBUS HOTEL URBAN RENEWAL, LLC PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 13003, LOT 1, C3.80 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 80 COLUMBUS DRIVE**

**WHEREAS**, Columbus Hotel Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) an annual service charge consisting of 2% of Total Project Cost of the Entity; Total Project Cost shall be defined according to the industry standard set forth by Marshall & Swift, in its Marshall Valuation Service, as modified and set forth in the Financial Agreement by the parties, which sum is estimated to be \$501,040 and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 0.5% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an additional amount equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. pay the sum of \$137,639 (\$1.50 x 91,759 square feet of hotel and retail space) to the City's Affordable Housing Trust Fund; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes, which represent the Entity's pro rata share of the Land Tax assessment, which at the time of adoption of the herein Ordinance was thirty-three and one-third percent (33 1/3%) pursuant to the terms of the Master Deed, as recorded, generate revenue of only \$34,696 whereas, the Annual Service Charge as estimated, will generate revenue of more than \$501,040 to the City;
2. it is expected that the Project will create approximately 100 jobs during construction and 40 new permanent full-time jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Exchange Place North Redevelopment Plan Area;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project; and

**WHEREAS**, Columbus Hotel Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative

**ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY COLUMBUS HOTEL URBAN RENEWAL, LLC PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 13003, LOT 1, C3.80 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 80 COLUMBUS DRIVE**

Status" by filing an appropriate letter in the Office of the City Clerk.

**NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:**

A. The application of Columbus Hotel Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 13003, Lot 1, C3.80, more commonly known by the street address of 80 Columbus Drive, and more specifically described by metes and bounds in the application, is hereby approved.

B. The Project was created by virtue of a Master Deed of 100 Columbus Condominium dated November 5, 2005, amended on April 27, 2006, and further amended July 12, 2013, as recorded in the Hudson County Register's Office, which partitioned the Property into three (3) separate and distinct condominium units, one of which is this Project, identified therein as Condo Unit 3B;

C. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge; or
  - (b) or 2% of Total Project Cost of the Entity, Total Project Cost shall be defined according to the industry standard set forth by Marshall & Swift, in its Marshall Valuation Service, as modified by the parties and set forth in the Financial Agreement, which is estimated to be \$25,051,990, for an estimated annual service charge of \$501,040 which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 0.5% of the prior year's Annual Service Charge;
4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
5. Project: new construction of a fourteen (14) story building as a commercial hotel project to consist of approximately 152 rooms (Residence Inn) for a total of approximately 91,759 square feet;
6. Affordable Housing Trust Fund: \$1.50 x 91,759 square feet of hotel and retail space, for a total of approximately \$137,639;
7. An agreement that the Entity shall not amend the Master Deed during the term of the abatement without prior written notice to the City and not in any manner that would alter the Land Taxes or reduce the Service Charge to the City;
8. An obligation to execute a Project Employment and Contracting Agreement for non-construction jobs and contracts to insure employment and other economic benefits to City residents and businesses;

**ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY COLUMBUS HOTEL URBAN RENEWAL, LLC PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 13003, LOT 1, C3.80 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 80 COLUMBUS DRIVE**

9. The Applicant does not meet the threshold requirement in Section 304-33 of the Jersey City Municipal Code, that would subject it to a Project Labor Agreement, because total construction costs do not exceed \$25,000,000; however, the Applicant agrees to waive the threshold and construction jobs shall be subject to a Project Labor Agreement by mutual consent of the parties and as a condition of the Financial Agreement;
10. Janitorial and unarmed security jobs within the Project shall be paid a Living Wage pursuant to Section 3-76 of the Jersey City Municipal Code; and
11. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project commences within two (2) years of the adoption of the within Ordinance.
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

DJ/he  
9/24/14

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE APPROVING A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY COLUMBUS HOTEL URBAN RENEWAL, LLC, PURSUANT TO THE PROVISIONS OF THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ FOR THE PROPERTY DESIGNATED AS BLOCK 13003, LOT 1, C3.80 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS AS 80 COLUMBUS DRIVE**

**Initiator**

Department/Division	Law	Law
Name/Title	Diana Jeffrey	Assistant Corporation Counsel
Phone/email	201-547-4797	djeffrey@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**A TWENTY (20) YEAR TAX EXEMPTION FOR A COMMERCIAL HOTEL PROJECT TO BE CONSTRUCTED BY COLUMBUS HOTEL URBAN RENEWAL, LLC.**

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

TIER 6 - FINANCIAL AGREEMENT (20 YEAR)  
Rev. 9/26/14  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(Commercial or Industrial)

Re: 80 Columbus  
Approximately 0.12 acres of land  
Block 13003, Lot 1, C.380

### **PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made as of the \_\_\_\_ day of \_\_\_\_, 2014, by and between **COLUMBUS HOTEL URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at Harborside Financial Center, Plaza 10, Suite 1203, 3 Second Street, Jersey City, NJ 07311 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, the Entity is the Contract Purchaser pursuant to a Deed, of certain property designated as Block 13003, Lot 1, C.380, more commonly known by the street address of 80 Columbus Drive, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, the property is located within the Exchange Place North Redevelopment Plan Area; and

**WHEREAS**, this property is an industrial or commercial project and is thus eligible for tax exemption pursuant to N.J.S.A. 40A:20-4; and

**WHEREAS**, the Project was created by virtue of a Master Deed of 100 Columbus Condominium dated November 5, 2005, amended on April 27, 2006, and further amended July 12, 2013, which partitioned the Property into three (3) separate and distinct condominium units, one of which is this Project, identified therein as Condo Unit 3B as recorded in the Hudson County Register's Office; and

**WHEREAS**, the Entity shall not amend the Master Deed during the term of the abatement in any manner without prior written notice to the City that would alter the Land Taxes or reduce the Service Charge to the City; and

**WHEREAS**, the Entity has applied for a 20 year long term tax exemption to construct a fourteen (14) story building to develop a commercial hotel project consisting of approximately 152 rooms (Residence Inn) for a total of approximately 91,759 square feet, to be constructed on partly vacant land and air rights over the existing Grove Street PATH station located on the corner of Christopher Columbus Drive and Marin Boulevard; and

**WHEREAS**, the Project received site plan approval from the Planning Board on July 24, 2012 and amended site plan approval on April 2, 2013; and

**WHEREAS**, on September 26, 2014, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance 14-\_\_ on \_\_\_\_, 2014, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate taxes, which represent the Entity's pro rata share of the Land Tax assessment, which at the time of adoption of the herein Ordinance was thirty-three and one-third percent (33 1/3%) interest share of the Property, pursuant to the terms of the Master Deed as recorded, generate revenue of only \$34,696 whereas, the Annual Service Charge as estimated, will generate revenue of more than \$501,040 to the City;
2. it is expected that the Project will generate Hotel Occupancy Taxes for the City in excess of \$400,000 per year—in addition to the Annual Service Charge;
3. as required by ordinance 13-088, the Entity shall pay the City the sum of \$45,880 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$91,759 as an affordable housing contribution as required by the ordinance;

4. it is expected that the Project will create approximately 100 new construction jobs and 40 new permanent full time jobs;
5. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants.

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor, 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 14-069, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent by the Entity from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. Annual Gross Revenue shall include all gross revenue of the hotel operator generated by the Project.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include a payment for all Excess Net Profit due annually.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be

certified as to its conformance with such principles by a certified public accountant licensed to practice in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt, for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Columbus Hotel Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Excess Net Profits - An amount equal to the positive difference, if any, of the Net Profit minus the Allowable Net Profit payable annually.

xi. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed, rehabilitated or maintained and tax exempted under this Agreement.

xii. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xiii. Land Taxes - If applicable, the amount of taxes assessed on the value of land on which the Project is located and taxes on any pre-existing improvements. The Entity's Land Tax assessment reflects its pro-rata share of the common elements of the Property, including the land, which pro-rata share at the time of adoption of the herein Ordinance is thirty-three and one-third

percent (33 1/3%) interest share, pursuant to the terms of the Master Deed as recorded. If Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiv. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 2013-004, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance 14-069, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$34,696; or (b) the sum of \$501,041 per year, which sum is equal to the estimated Annual Service Charge and will be due 12 months following Substantial Completion of the Project.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 and this Agreement, would be less than the Minimum Annual Service Charge.

xvii. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service Charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of Excess Profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is

included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity, including the hotel operator, whose revenue is included in the computation of excess profits including, the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; and (e) all payments of rent including but not limited to ground rent by the Entity; (f) all Debt Service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of Debt Service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity, other than institutional returns on equity as may be included in Debt Service.

xviii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xix. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xx. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xxi. Total Project Cost - The Entity's total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which includes all categories of costs set forth in N.J.S.A. 40A:20-3(h). The Project's actual construction costs, which are an element of Total Project Costs, will be defined according to the industry standard set forth by Marshall & Swift, in its Marshall Valuation Service, and shall include all elements enumerated in Marshall's Section 41, "Segregated Cost Method/Segregated Costs" and includes all concrete work (slab, floors, stairs), structural steel frame and associated fireproofing, roofing, exterior wall system and windows, entrance doors, elevators with drywall enclosure, plumbing (vertical risers only), HVAC (hallways only), sprinklers, common area bathroom facilities, electrical closets on

each floor and the loading dock area. Interior costs attributable solely to the hotel operator shall not be included. There shall be included in Total Project Cost for the purpose of calculating the Annual Service Charge the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law. Since the Annual Service Charge is a percentage of Total Project Cost, the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed, rehabilitated and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 13003, Lot 1, C.380, more commonly known by the street address 80 Columbus Drive, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a fourteen (14) story building to develop a commercial hotel project consisting of approximately 152 rooms (Residence Inn) for a total of approximately 91,759 square feet, to be constructed on partly vacant land and air rights over the existing Grove Street PATH station located on the corner of Christopher Columbus Drive and Marin Boulevard; all of which is specifically described in the Application attached hereto as Exhibit 3.

#### **Section 2.4 Construction Schedule**

The Entity agrees to make good faith, diligent and commercially reasonable efforts to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5. Completion of construction shall occur no later than two (2) years from the date of adoption of the Ordinance.

#### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and the redevelopment plan.

The Project was created by virtue of a Master Deed of 100 Columbus Condominium dated November 5, 2005, and recorded in the Hudson County Register's Office on December 12, 2005, Book 7752, Page 198, as amended on April 27, 2006, in Book 7877, Page 148, and as further amended on July 12, 2013, and recorded on July 15, 2013 in Book 8920, Page 367. The Project, referred to as Condo Unit 3B, includes "Air Rights" over the existing Lot 2 in Block 13003, over the entrance to the Grove Street PATH Station. Condo Unit 3B has an undivided 33 1/3 % interest in the common elements of the Condominium Unit, created by the Master Deed as recorded.

The Entity shall not amend the Master Deed during the term of the abatement without prior written notice to the City, and shall not amend or alter the Master Deed in a manner that would alter the Entity's share of the Land Tax or reduce the Service Charge to the City.

#### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, the terms of any mortgage amortization and Debt Service.

#### **Section 2.7 Good Faith Estimate of Initial Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

### **ARTICLE III - DURATION OF AGREEMENT**

#### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance 14-\_\_ on \_\_\_\_, 2014, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

### **ARTICLE IV - ANNUAL SERVICE CHARGE**

#### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. Annual Service Charge: an amount equal to the greater of the Minimum Annual Service Charge or the Annual Service Charge as calculated pursuant to Section 4.2 hereof. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Total Project Cost, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xvi(a) shall be due beginning on the effective date of this Agreement and payable in accordance with Section 4.4 hereof. The Minimum Annual Service Charge pursuant to Section 1.2xvi(b) shall be due 12 months following Substantial Completion of the Project. The Annual Service Charge and the County Service Charge shall be due on the first day of the month following the Substantial Completion of the Project and payable in accordance with Section 4.4 hereof. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the

unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

- i. Stage One: From the 1<sup>st</sup> day of the month following Substantial Completion until the last day of the 6<sup>th</sup> year, the Annual Service Charge shall be 2% of Total Project Cost;
- ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7<sup>th</sup> year following Substantial Completion until the last day of the 9<sup>th</sup> year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;
- iii. Stage Three: Beginning on the 1<sup>st</sup> day of the 10<sup>th</sup> year following the Substantial Completion until the last day of the 14<sup>th</sup> year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;
- iv. Stage Four: Beginning on the 1<sup>st</sup> day of the 15<sup>th</sup> year following Substantial Completion until the last day of the 18<sup>th</sup> year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.
- v. Final Stage: Beginning on the 1<sup>st</sup> day of the 19<sup>th</sup> year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the

Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. The Entity shall be entitled to a Land Tax Credit equal to only its pro-rata share of the Condominium Unit, as allocated in the Master Deed to the Project identified therein as Unit Three a/k/a Condo Unit 3B, which at the time of adoption of the herein Ordinance is an undivided thirty-three and one third percent (33 1/3%) interest. The Entity shall not amend the Master Deed during the term of the abatement, except as set forth in Section 2.5 of this Agreement. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge and the Minimum Annual Service Charge pursuant to Section 1.2xvi(a), as applicable, shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as half of one (0.5%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$137,639 or \$1.50 per square foot of hotel and retail space as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Excess Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

#### **Section 5.2 Project Labor Agreement**

The Entity has agreed to waive the \$25,000,000 threshold as required by Section 304-33 of the Jersey City Municipal Code and shall execute a Project Labor Agreement as it exists or as it may be amended from time to time.

#### **Section 5.3 Living Wage Mandate**

The Entity also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance

with the provisions of the Jersey City Municipal Code Section 3-51G(1).

## **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5.

### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated construction cost disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to all gross revenue generated by the Project, and the terms and interest rate on any mortgage(s) associated with the

purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Auditor's Report shall include a schedule reporting the gross revenue of the hotel operator. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, which shall include the gross revenue of the hotel operator, the excess of which shall be paid to the City each year to the extent Excess Profit is generated. The Entity shall also provide annually a separate Audited Financial Statement reporting revenue of the hotel operator.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity, provided however, to the extent that any owner shall be a publicly traded company or a private investment fund or trust, this Section 7.2C shall only be applicable to such owners having more than a 10% interest in the Entity.

### **Section 7.3    Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated

by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All reasonable out-of-pocket costs incurred by the City to conduct a third party audit of the Entity's audits, including an audit of actual Total Project Cost (construction costs), including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity, which shall also include all gross revenue of the hotel operator, for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

### **Section 8.2 Annual Payment of Excess Net Profit**

In accordance with N.J.S.A. 40A:20-15, in the event the Net Profits of the Entity exceeds the Allowable Net Profit then the Entity, within one hundred and twenty (120) days after the end of any such year, shall pay such Excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xxi) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval of Sale**

It is understood and agreed that the City, on written application by the Entity, will not withhold its consent to a sale, transfer or conveyance of the Project and assignment of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity in writing in a commercially reasonable form; 5) the Entity pays the City in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and (6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of an ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

In the event that the Entity shall terminate this Agreement prior to, in connection with or contingent upon, any sale, transfer or conveyance of the Project, this Section 9.1 shall not be applicable.

### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review,

preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within thirty (30) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining Excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

#### **Section 13.2 Appeal of Assessment**

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq. as it relates to the Project, the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising exclusively out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to both:

Columbus Hotel Urban Renewal, LLC  
Harborside Financial Center  
Plaza 10 - Suite 1203  
3 Second Street  
Jersey City, NJ 07311

And

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311  
Attn: Charles Harrington, III, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

### **Section 18.6 Pending Litigation**

The Entity fully and freely holds the City harmless and assumes any risk that may effect the present or future validity of the within financial agreement, arising from any other litigation.

## **ARTICLE XIX - EXHIBITS**

### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**COLUMBUS HOTEL  
URBAN RENEWAL, LLC**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE  
CITY CLERK**

\_\_\_\_\_  
**ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR**

## 80 COLUMBUS HOTEL

1. Ownership disclosure certification
2. Fiscal Impact Cost Projection
3. Good Faith estimate of rental income/condo
4. Projected construction costs
5. Schedule of ASC over the abatement\*
6. Tax Assessor spreadsheet
7. Projection of sales price for condos (n/a)
8. Memorandum from Al Cameron to the Law Department
9. Financial Agreement (attached to the Ordinance)

\*When dealing with tax exemptions approved under the Five Year Tax Exemption statute, the Tax Assessor's spreadsheet includes a schedule of both the ASC and conventional taxes, accordingly a separate schedule is duplicative and is therefore not included

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ordinance approving a twenty (20) year tax exemption for a commercial hotel project to be constructed by Columbus Hotel Urban Renewal LLC , pursuant to the provisions of the long term tax exemption law NJSA 40A:20-1 et seq for the property designated as Block 13003 Lot 1 C3.80on the city tax map

**Initiator**

Department/Division	office of the Mayor	
Name/Title	Brian Platt	
Phone/email	201-547-5200	bplatt@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Columbus Hotel Urban Renewal LLC has applied for a 20 year long term tax exemption to construct a 14 story hotel with approximately 152 rooms for a total of 91,759 square feet.

This abatement application meets all the standards present in the Mayor's Executive Order concerning Long Term Tax Exemptions, commonly known as abatements.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

## EXHIBIT F

### COLUMBUS HOTEL URBAN RENEWAL, L.L.C. Disclosure Statement

NAME OF ENTITY: Columbus Hotel Urban Renewal, L.L.C.  
Harborside Financial Center  
Plaza 10, Suite 1203  
3 Second Street  
Jersey City, New Jersey 07311

LOCATION OF PROJECT: Known as Block 13003, Lot 1, C3.80  
80 Columbus Drive  
Jersey City, New Jersey

PRINCIPAL PLACE OF BUSINESS: Harborside Financial Center  
Plaza 10, Suite 1203  
3 Second Street  
Jersey City, New Jersey 07311

NAME OF REGISTERED AGENT: Joseph A. Panepinto, Jr

ADDRESS: Harborside Financial Center  
Plaza 10, Suite 1203  
3 Second Street  
Jersey City, New Jersey 07311

NAME	ADDRESS	PERCENT OWNED
80 Columbus Co., LLC	Harborside Financial Center Plaza 10, Suite 1203 3 Second Street Jersey City, NJ 07311	100%

The sole member of 80 Columbus Co., LLC is as follows:

NAME	ADDRESS	PERCENT OWNED
70-90 Columbus Holding Co., LLC	Harborside Financial Center Plaza 10, Suite 1203 3 Second Street Jersey City, NJ 07311	100%

The members of 70-90 Columbus Holding Co., LLC are as follows:

NAME	ADDRESS	PERCENT OWNED
1. Panepinto Family Realty, LLC ("Panepinto")	Harborside Financial Center Plaza 10, Suite 1203 3 Second Street Jersey City, NJ 07311	25%
2. KL 70-90 Columbus, L.L.C. ("KL")	28 Clinton Street Newark, NJ 07102	25%
3. FJG Columbus 70-90, LLC ("FJG")	30 Montgomery Street 15 <sup>th</sup> Floor Jersey City, NJ 07302	25%
4. Ironstate Holdings, LLC ("Ironstate")	5 Marineview Plaza Hoboken, NJ 07030	25%

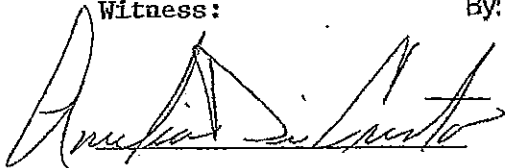
I CERTIFY THAT THE FOLLOWING LIST REPRESENTS THE NAMES OF ALL MEMBERS OWNING A 10% OR GREATER INTEREST IN THE ABOVE ENTITY (IF ONE OR MORE OF THE ABOVE NAMED IS ITSELF AN ENTITY, THE APPLICANT WILL PROVIDE THE NAMES OF ANY ENTITY OWNING A 10% OR GREATER INTEREST THEREIN)

I FURTHER CERTIFY THAT NO OFFICER OR EMPLOYEE OF THE CITY OF JERSEY CITY HAS ANY INTEREST, DIRECT OR INDIRECT, IN THIS ENTITY.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Dated: 8-27-2014 Columbus Hotel Urban Renewal, L.L.C.

Witness:



By: 80 Columbus Co., LLC, its sole member

By: 70-90 Columbus Holding Co., LLC, its sole member

By: Panepinto Family Realty, LLC

By:

Joseph A. Panepinto, authorized member

Witness:

\_\_\_\_\_

By: KL 70-90 Columbus, L.L.C.

By:

Jason Kimmel, authorized member

Witness:

By: FJG Columbus 70-90, LLC

The members of 70-90 Columbus Holding Co., LLC are as follows:

NAME	ADDRESS	PERCENT OWNED
1. Panepinto Family Realty, LLC ("Panepinto")	Harborside Financial Center Plaza 10, Suite 1203 3 Second Street Jersey City, NJ 07311	25%
2. KL 70-90 Columbus, L.L.C. ("KL")	28 Clinton Street Newark, NJ 07102	25%
3. FJG Columbus 70-90, LLC ("FJG")	30 Montgomery Street 18 <sup>th</sup> Floor Jersey City, NJ 07302	25%
4. Ironstate Holdings, LLC ("Ironstate")	5 Marineview Plaza Hoboken, NJ 07030	25%

I CERTIFY THAT THE FOLLOWING LIST REPRESENTS THE NAMES OF ALL MEMBERS OWNING A 10% OR GREATER INTEREST IN THE ABOVE ENTITY (IF ONE OR MORE OF THE ABOVE NAMED IS ITSELF AN ENTITY, THE APPLICANT WILL PROVIDE THE NAMES OF ANY ENTITY OWNING A 10% OR GREATER INTEREST THEREIN)

I FURTHER CERTIFY THAT NO OFFICER OR EMPLOYEE OF THE CITY OF JERSEY CITY HAS ANY INTEREST, DIRECT OR INDIRECT, IN THIS ENTITY.

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

Dated: 8/27/14

Columbus Hotel Urban Renewal, L.L.C.

Witness:

By: 80 Columbus Co., LLC, its sole member

By: 70-90 Columbus Holding Co., LLC, its sole member

By: Panepinto Family Realty, LLC

By: \_\_\_\_\_  
Joseph A. Panepinto, authorized member

Witness:

Larry Spada

By: KL 70-90 Columbus, L.L.C.

By: Jason Kimmel  
Jason Kimmel, authorized member


Witness:

By: FJG Columbus 70-90, LLC

John Barry, Mura By: Frank J. Guarini  
Frank J. Guarini, authorized member

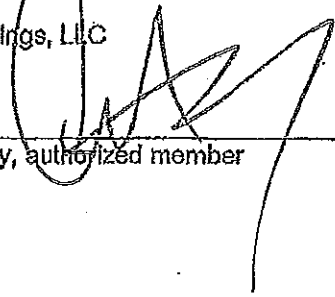
By: Ironstate Holdings, LLC

By: \_\_\_\_\_  
David Barry, authorized member

  
WITNESS  
CHARLES HARRINGTON

By: \_\_\_\_\_  
Frank J. Guarini, authorized member

By: Ironstate Holdings, LLC

By:  \_\_\_\_\_  
David Barry, authorized member

# FISCAL IMPACT ANALYSIS - COMMERCIAL

## COLUMBUS HOTEL

Total Municipal Budget:		516,641,147	Total Real Property Value:		5,932,776,544	Incoming Facility Non Residential Value:		8,268,000
			Non-Residential Property Value:		2,633,404,662			
			Non-Residential Value		<u>2,633,404,662</u>			
			Net Valuation Taxable		5,932,776,544			
Total Local Municipal Expenditures For Non-Residential		179,461,222	X	Proportion of Non-Residential Value to Total Net Valuation Taxable	0.44	=	Total Municipal Expenditures Attributable to Non-Residential Use	
							78,962,938	
			Incoming Facility Non-Residential Value		<u>8,268,000</u>			
			Net Valuation Taxable		5,932,776,544			
Total Municipal Expenditures Attributable to Non-Residential Use		78,962,938	X	Proportion of Facility to Total Net Valuation Taxable	0.0014	=	Municipal Cost Allocated To Non-Residential Facility	
							110,548	
Facilities Assessment		8,268,000	Tax Rate (2014)	74.34	Annual Tax	614,643	Municipal Portion* (0.5)	
							307,322	
						Service Charge Amount:		501,039
						Implied Surplus (Cost)		390,491

### Non-Residential Municipal Expenditure Breakdown:

public safety	171,817,581
DPW (Bldg, Streets, Parks)	7,643,641
Total	179,461,222

### Additional Estimated Hotel Occupancy Tax\*\*:

400,000

Net Valuation Taxable Source: 2014 Table of Aggregates

Municipal Portion Source: 2014 Estimated Tax Rate

\* this figure assumes that any project, and one with the quality of finishes proposed, would be built without a tax abatement

\*\*based on initial per room rates which will increase over the term of the Tax Abatement as rates increase

## EXHIBIT B

### COLUMBUS HOTEL URBAN RENEWAL, L.L.C.

#### ESTIMATED ANNUAL SERVICE CHARGE COMPUTATION

Estimated Total Project Cost:		\$25,051,990
Estimated Annual Service Charge		
Total Project Cost x 2%	Years 1 - 20	\$ 501,040

**EXHIBIT B-1**

**COLUMBUS HOTEL URBAN RENEWAL, L.L.C.**

**FISCAL PLAN**

**EXHIBIT B-1**  
**Projected Hotel Operations**

Income Growth: 3.0%  
Expense Growth: 3.0%

		1	2	3	4	5	6	7	8	9	10
<b>REVENUE</b>	Average Daily Rate =>	\$167.17	\$172.19	\$177.35	\$182.67	\$188.15	\$193.80	\$199.61	\$205.60	\$211.77	\$218.12
	Occupancy Rate =>	60.0%	70.0%	75.0%	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%
Hotel Rooms <sup>(1)</sup>		\$5,564,755	\$6,686,981	\$7,379,561	\$8,259,696	\$8,507,467	\$8,762,712	\$9,025,593	\$9,296,361	\$9,575,252	\$9,862,509
Other Income	2.5% Rev	139,119	167,175	184,489	206,492	212,687	219,068	225,640	232,409	239,381	246,563
<b>Gross Revenue</b>		<b>\$5,703,874</b>	<b>\$6,854,155</b>	<b>\$7,564,050</b>	<b>\$8,466,189</b>	<b>\$8,720,174</b>	<b>\$8,981,780</b>	<b>\$9,251,233</b>	<b>\$9,528,770</b>	<b>\$9,814,633</b>	<b>\$10,109,072</b>
<b>EXPENSES</b>											
Departmental Expenses	23% Rev	\$1,345,544	\$1,548,354	\$1,708,719	\$1,912,512	\$1,969,887	\$2,028,984	\$2,089,854	\$2,152,549	\$2,217,126	\$2,283,639
Management Fees <sup>(2)</sup>	3.5% Rev	199,636	239,895	264,742	296,317	305,206	314,362	323,793	333,507	343,512	353,818
Franchise Fees & Exp. <sup>(3)</sup>	8.0% Rev	445,180	534,958	590,365	660,776	680,599	701,017	722,047	743,709	766,020	789,001
General & Administrative	6.5% Rev	370,752	381,874	393,331	405,131	417,284	429,803	442,697	455,978	469,657	483,747
Sales & Marketing	5.4% Rev	308,009	317,249	326,767	336,570	346,667	357,067	367,779	378,812	390,177	401,882
Maintenance & Repair	4.0% Rev	228,155	235,000	242,050	249,311	256,790	264,494	272,429	280,602	289,020	297,690
Utility Services	4.9% Rev	393,567	405,374	417,536	430,062	442,963	456,252	469,940	484,038	498,559	513,516
Property Insurance		50,000	51,500	53,045	54,636	56,275	57,964	59,703	61,494	63,339	65,239
Real Estate Taxes		421,040	421,040	421,040	421,040	421,040	421,040	421,040	421,040	421,040	421,040
FF&E Replacement Expense <sup>(4)</sup>		573,245	573,245	573,245	573,245	573,245	573,245	573,245	573,245	573,245	573,245
Replacement Reserve <sup>(5)</sup>	\$0.86 / sf	82,450	84,924	87,471	90,095	92,798	95,582	98,450	101,403	104,445	107,579
<b>Total Operating Expenses</b>		<b>\$4,417,578</b>	<b>\$4,793,413</b>	<b>\$5,078,309</b>	<b>\$5,429,694</b>	<b>\$5,562,756</b>	<b>\$5,699,810</b>	<b>\$5,840,976</b>	<b>\$5,986,377</b>	<b>\$6,136,139</b>	<b>\$6,290,395</b>
Expense to Income Ratios =>		77%	70%	67%	64%	64%	63%	63%	63%	63%	62%
<b>Net Operating Income</b>		<b>\$1,286,296</b>	<b>\$2,060,742</b>	<b>\$2,485,741</b>	<b>\$3,036,495</b>	<b>\$3,157,418</b>	<b>\$3,281,969</b>	<b>\$3,410,257</b>	<b>\$3,542,393</b>	<b>\$3,678,494</b>	<b>\$3,818,677</b>
Profit Margins =>		23%	30%	33%	36%	36%	37%	37%	37%	37%	38%
<b>DEBT SERVICE</b>											
Interest Payment <sup>(5)</sup>		1,150,000	1,559,531	1,671,159	1,637,814	1,602,413	1,564,829	1,524,926	1,482,562	1,437,586	1,389,835
Amortization <sup>(5)</sup>		0	652,250	540,622	573,967	609,368	646,952	686,855	729,219	774,195	821,946
<b>Total Debt Service</b>		<b>\$1,150,000</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>	<b>\$2,211,781</b>
<b>Cash Flow after Debt Service</b>		<b>\$136,296</b>	<b>-\$151,039</b>	<b>\$273,960</b>	<b>\$824,714</b>	<b>\$945,637</b>	<b>\$1,070,188</b>	<b>\$1,198,476</b>	<b>\$1,330,612</b>	<b>\$1,466,713</b>	<b>\$1,606,896</b>

**Notes:**

- (1) Average Daily Rate is based on historical data of a particular comp set for years 2007-13. Occupancy assumptions take into consideration multiple years to build up the business and competition from new s
- (2) Includes base fee of 2.5% plus 1% incentive fee.
- (3) FF&E budget cost of \$4 million (purchase/installation) straight-line over a projected 7 years useful life. Actual useful life of most FF&E items range from years 3 and 7.
- (4) Required under the franchise agreement with Marriott.
- (5) Debt Service assumes \$28.8 million of principal and year one interest only period at 4% and permanent fixed rate financing at 6% over 25 years amortization.

**EXHIBIT B-1**  
**Projected Hotel Operations**

Income Growth: 3.0%  
Expense Growth: 3.0%

		11	12	13	14	15	16	17	18	19	20
REVENUE	Average Daily Rate =>	\$224.66	\$231.40	\$238.34	\$245.49	\$252.86	\$260.45	\$268.26	\$276.31	\$284.60	\$293.13
	Occupancy Rate =>	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%	81.5%
Hotel Rooms <sup>(1)</sup>		\$10,158,385	\$10,463,136	\$10,777,030	\$11,100,341	\$11,433,351	\$11,776,352	\$12,129,642	\$12,493,532	\$12,868,338	\$13,254,368
Other Income	2.5% Rev	253,960	261,578	269,428	277,509	285,834	294,409	303,241	312,336	321,708	331,360
Gross Revenue		\$10,412,344	\$10,724,715	\$11,046,456	\$11,377,850	\$11,719,185	\$12,070,761	\$12,432,884	\$12,805,870	\$13,190,046	\$13,585,747
EXPENSES											
Departmental Expenses	23% Rev	\$2,352,149	\$2,422,713	\$2,495,394	\$2,570,256	\$2,647,364	\$2,726,785	\$2,808,588	\$2,892,846	\$2,979,631	\$3,069,020
Management Fees <sup>(2)</sup>	3.5% Rev	364,432	375,365	386,826	398,225	410,171	422,477	435,151	448,205	461,652	475,501
Franchise Fees & Exp. <sup>(3)</sup>	8.0% Rev	812,671	837,051	862,162	888,027	914,668	942,108	970,371	999,483	1,029,467	1,060,351
General & Administrative	6.5% Rev	496,259	513,207	528,603	544,462	560,795	577,619	594,948	612,796	631,180	650,116
Sales & Marketing	5.4% Rev	413,939	426,357	439,147	452,322	465,892	479,868	494,264	509,092	524,365	540,096
Maintenance & Repair	4.0% Rev	306,621	315,820	325,294	335,053	345,105	355,458	366,122	377,105	388,419	400,071
Utility Services	4.8% Rev	528,922	544,789	561,133	577,967	595,306	613,165	631,560	650,507	670,022	690,123
Property Insurance		67,196	69,212	71,288	73,427	75,629	77,898	80,235	82,642	85,122	87,676
Real Estate Taxes		421,040	421,040	421,609	434,257	447,285	460,703	474,524	488,760	503,414	518,491
FF&E Replacement Expense <sup>(4)</sup>		573,245	573,245	573,245	573,245	573,245	573,245	573,245	573,245	573,245	573,245
Replacement Reserve <sup>(4)</sup>	\$0.85 / sf	110,806	114,130	117,554	121,081	124,713	128,454	132,308	136,277	140,366	144,577
Total Operating Expenses		\$6,449,278	\$6,612,928	\$6,782,056	\$6,968,321	\$7,160,173	\$7,357,781	\$7,561,317	\$7,770,959	\$8,238,602	\$8,727,826
Expense to Income Ratios =>		62%	62%	61%	61%	61%	61%	61%	61%	62%	64%
Net Operating Income		\$3,963,066	\$4,111,786	\$4,264,400	\$4,409,529	\$4,559,012	\$4,712,980	\$4,871,567	\$5,034,911	\$4,951,444	\$4,857,922
Profit Margins =>		38%	38%	39%	39%	39%	39%	39%	39%	38%	36%
DEBT SERVICE											
Interest Payment <sup>(5)</sup>		1,339,139	1,285,317	1,228,174	1,167,508	1,103,099	1,034,718	962,119	885,043	803,213	716,335
Amortization <sup>(6)</sup>		872,642	926,464	983,607	1,044,273	1,108,682	1,177,063	1,249,662	1,326,738	1,408,568	1,495,446
Total Debt Service		\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781	\$2,211,781
Cash Flow after Debt Service		\$1,751,285	\$1,900,005	\$2,052,619	\$2,197,748	\$2,347,231	\$2,501,199	\$2,659,786	\$2,823,130	\$2,739,663	\$2,646,141

**EXHIBIT C**

**COLUMBUS HOTEL URBAN RENEWAL, L.L.C.**

**See Attached Estimated Total Project Cost**

## EXHIBIT C

### COLUMBUS HOTEL URBAN RENEWAL, L.L.C.

#### ESTIMATED TOTAL PROJECT COST

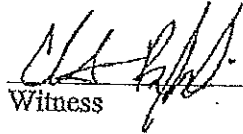
a.	Land cost:	\$1,520,000
b.	Architects, engineers and attorneys fees:	1,121,000
c.	Surveying and testing charges:	25,000
d.	Actual core and shell construction cost as certified by architect, including site preparation:	19,103,800
e.	Insurance, interest and finance costs during construction:	2,078,000
f.	Cost of obtaining permanent financing:	214,000
g.	Commissions and other expenses payable in connection with initial lease of units:	n/a
h.	Real estate taxes and assessments during construction period:	35,000
i.	Developer's overhead (5% of actual construction costs set forth in 40A:20-3(h), as amended)	<u>955,190</u>
	TOTAL:	<u>\$25,051,990</u>
	Annual PILOT charge at 2%	\$ 501,040

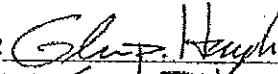
EXHIBIT C-1

COLUMBUS HOTEL URBAN RENEWAL, L.L.C.

Certification of Estimated Construction Costs

On this 24 day of SEPT. 2014, the undersigned being the architect for the Project to be developed by Columbus Hotel Urban Renewal, LLC, does hereby certify to the best of my knowledge and belief that Exhibit C accurately reflects the estimated actual construction costs of the Project proposed on Block 13003, Lot 1, C3.80, more commonly referred to as 80 Columbus Drive, Jersey City, New Jersey.

  
Witness 9/24/14

By:   
Name: Glen P. Hayen, AIA  
Title: Architect

SERVICE CHARGE VS CONVENTIONAL - columbus hotel

\*ASSUMING 74.34 TAX RATE WITH 2% ANNUAL INCREASE

NEW ASSESSMENTS FROM TAX ASSESSOR (BASED ON APPLICATION)

LAND 799,000 COUNTY: 5%  
 BLDG 7,469,000 ADMIN: 0.50%  
 TOTAL 8,268,000

YEAR	Staged Phase-In Percentage	Annual Service Charge w/ Phase-In	County (5%)	Admin (0.5%)	Conventional Taxes (2% Annual)	City Share of Conventional taxes at 51%
1	n/a	501,039	25,052	2,505	614,643	313,468
2	n/a	501,039	25,052	2,505	626,936	319,737
3	n/a	501,039	25,052	2,505	639,475	326,132
4	n/a	501,039	25,052	2,505	652,264	332,655
5	n/a	501,039	25,052	2,505	665,309	339,308
6	n/a	501,039	25,052	2,505	678,616	346,094
7	n/a	501,039	25,052	2,505	692,188	353,016
8	n/a	501,039	25,052	2,505	706,032	360,076
9	n/a	501,039	25,052	2,505	720,152	367,278
10	20%	501,039	25,052	2,505	734,555	374,623
11	40%	501,039	25,052	2,505	749,247	382,116
12	60%	501,039	25,052	2,505	764,231	389,758
13	60%	501,039	25,052	2,505	779,516	397,553
14	60%	501,039	25,052	2,505	795,106	405,504
15	60%	501,039	25,052	2,505	811,009	413,614
16	60%	501,039	25,052	2,505	827,229	421,887
17	80%	675,018	33,751	3,375	843,773	430,324
18	80%	688,519	34,426	3,443	860,649	438,931
19	80%	702,289	35,114	3,511	877,862	447,709
20	80%	716,335	35,817	3,582	895,419	456,664

**TOTALS** 10,798,785 539,939 53,994 14,934,211 7,616,448

**DATE:** September 24, 2014

**TO:** Diana Jeffery (For distribution to City Council and City Clerk)

**FROM:** Maureen Cosgrove, Tax Collector

**SUBJECT:** TWENTY YEAR TAX ABATEMENT FOR COLUMBUS HOTEL URBAN  
RENEWAL, L.L.C. BLOCK 13003 LOT 1 C 3.80

**CC:** M. Cosgrove, J. Monahan, Brian Platt

**INTRODUCTION:**

The applicant, Columbus Hotel Urban Renewal, LLC, is applying for a Twenty (20) Year tax abatement. The fee of \$9,500 was paid with the application.

**LOCATION OF THE PROPERTY:**

The property is located at 80 Columbus Drive it is Block 13003 Lot 1 Qualifier C 3.80 on the Jersey City Tax Map.

**PROPERTY TO BE CONSTRUCTED**

The project includes construction of one fourteen (14) story Hotel containing approximately one hundred and fifty two (152) rooms.

**ESTIMATED TOTAL CONSTRUCTION COST:**

The total project cost is estimated at \$25,051,990.00 and cost of construction is estimated at \$19,103,800.00.

**CONSTRUCTION SCHEDULE:**

The applicant expects to begin construction in December 2014. Completion is scheduled in twenty-four (24) months.

**ESTIMATED JOBS CREATED:**

The applicant estimate 100 construction jobs over the construction period, and 40 permanent full time jobs will be created.

**AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:**

The applicant proposes an AHTF Contribution. At the rate of \$1.50 per square foot for 91,759 square feet the total AHTF Contribution is \$137,638.50.

**CURRENT REAL ESTATE TAXES:**

The current land assessment is 466,720 for the property is at the current tax rate of \$74.35, the annual land tax would be \$34,700.64. The taxes are current.

**PROPOSED ABATEMENT:**

The applicant has requested a term of twenty (20) years based upon two PERCENT (2%) of total project cost. The total project cost of \$ would generate an annual service charge of \$.

**PROPOSED REVENUE TO THE CITY:**

The annual service charge	\$ 501,040
The annual administration	\$ 10,020
Estimated annual Hotel tax	\$ 400,000

Total	\$ 911,060
-------	------------

In addition County service Charge	\$ 25,052
-----------------------------------	-----------

**COLUMBUS HOTEL URBAN RENEWAL, LLC**  
**Block 13003 Lot 1 QL: C3.80**  
**80 Columbus Dr.76 St. Pauls Avenue**

Block	Lot	QL		Existing Assessments	New Assessments Subject to Exemption	Assessment
13003	1	C3.80	Land	799000	746900	0
			Bldg	0	7469000	7469000
			Total	799000	8215900	7469000

**Estimated In-Lieu of Full Property Tax Payments An Amount  
Equal To The Greater Of ASC Or A Percentage Of Taxes Otherwise Due  
On Land and Improvement**

Stages	YEAR		PILOT 501,040		Land	Bldg.	Total Land & Bldg.
1	1st through end of 10TH	2% of Proj Cost or > of	\$501,040	0 Taxes	59397.66	0	\$59,397.66
2	11th through end of 16th	2% of Proj Cost or > of	\$501,040	20% Taxes	59397.66	\$ 111,049	\$170,446.75
3	17th through end of 18th	2% of Proj. Cost or > of	\$501,040	40% Taxes	59397.66	\$ 222,098	\$281,495.84
4	19th throughg end of 19th	2% of Proj Cost or > of	\$501,040	60% Taxes	59397.66	\$ 333,147	\$392,544.94
5	20th through end of 20th	2% of Proj. Cost or > of	\$501,040	80% Taxes	59397.66	\$ 444,196	\$503,594.03
			Land and Improvement at 100% Full Valuation			\$	610,770

10/2/2014

**EXHIBIT I-2**

Address	Financial Agreement	Tax Agreement
3 Journal Square Plaza (Option)		
412-418 Summit Avenue		
499-501 Summit Avenue		
574 Summit Avenue		
336-342 Central Avenue		
560 Newark Avenue		
50 Christopher Columbus Drive		
60 Christopher Columbus Drive		
70 Christopher Columbus Drive	X	
80 Christopher Columbus Drive		
90 Christopher Columbus Drive		
255 Warren Street		
159 Morgan Street		
1 Journal Square Plaza		
2854 Kennedy Boulevard	X	
Harborside Plaza 8 & 9		
107-129 Montgomery Street	X	

Amended as of September 25, 2014



EXHIBIT I-2

COLUMBUS HOTEL URBAN RENEWAL, L.L.C.

Joseph A. Panepinto, as the authorized member of Panepinto Family Realty, LLC, a member of 80 Columbus Co., LLC, which is the sole member of the Applicant, hereby certifies that:

1. Panepinto Family Realty, LLC, its members individually, or as a member of various entities, own the following property within Jersey City, that is listed in attached Schedule A (if none, the schedule will reflect same). I, Joseph A. Panepinto hereby certify that all real estate taxes, charges, fees and other assessments against the property listed in attached Schedule A have been paid in full.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: Oct 2, 2014

Witnessed:

BY: [Signature]

By: [Signature]

Joseph A. Panepinto, its authorized member

EXHIBIT L-4

Address	Financial Agreement	Tax Agreement
50 Christopher Columbus Drive		
60 Christopher Columbus Drive		
70 Christopher Columbus Drive	X	
80 Christopher Columbus Drive		
90 Christopher Columbus Drive		
1 Journal Square		
2854 Kennedy Blvd (Satte Theatre)	X	
574 Summit Avenue		
436 Grand Street		
124-128 Bay Street		
Harborside Plaza 10 / 3 Second Street		
401 Washington Blvd (Marbella)	X	
425 Washington Blvd (Marbella)	X	
455 Washington Blvd		
465 Washington Blvd (Monaco)	X	
475 Washington Blvd (Monaco)	X	
600 Newark Avenue		
606 Newark Avenue		
608-610 Newark Avenue		
116-120 Newark Avenue		
11 Oakland Avenue		

*[Handwritten signature]*

EXHIBIT I-4

COLUMBUS HOTEL URBAN RENEWAL, L.L.C.

FJG Columbus 70-90, LLC, Frank J. Guarini, as the authorized member of 80 Columbus Co., LLC, which is the sole member of the Applicant, hereby certifies that:

1. FJG Columbus 70-90, LLC, its members individually, or as a member of various entities, own the following property within Jersey City, that is listed in attached Schedule A (if none, the schedule will reflect same). I, Frank J. Guarini hereby certify that all real estate taxes, charges, fees and other assessments against the property listed in attached Schedule A have been paid in full.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10/2/2014

Witnessed:

BY: Mario Fune

By: Frank J. Guarini  
Frank J. Guarini, its authorized member

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.130

TITLE: 3.A OCT 8 2014 4.A OCT 2 2 2014

Ordinance approving a twenty (20) year tax exemption for a commercial hotel project to be constructed by Columbus Hotel Urban Renewal, LLC, pursuant to the provisions of the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq for the property designated as Block 13003, Lot 1, C3.80 on the tax map and more commonly known by the street address as 80 Columbus Drive.

## RECORD OF COUNCIL VOTE ON INTRODUCTION

OCT 0 8 2014 6-0-1

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	<u>ABSENT</u>			YUN	✓			RIVERA	✓		
RAMCHAL	<u>ABSENT</u>			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	<u>ABSTAIN</u>			COLEMAN	✓			LAVARRO, PRES.	✓		

## RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

OCT 2 2 2014 9-0

Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

VIVIANNE BALZER  
LAVERN WASHINGTON  
JAYSON BURG  
EDDIE TORRES  
STACY JACKSON

## RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____				COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

## RECORD OF FINAL COUNCIL VOTE

OCT 2 2 2014 7-2

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on OCT 0 8 2014

Adopted on second and final reading after hearing on OCT 2 2 2014

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

OCT 2 2 2014

Robert Byrne  
 Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date OCT 2 2 2014

APPROVED:

Steven M. Fulop, Mayor

Date OCT 2 3 2014

Date to Mayor OCT 2 3 2014

## **ORDINANCE OF JERSEY CITY, N.J.**



COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.132

TITLE:

**AN ORDINANCE OF THE CITY OF JERSEY CITY, IN  
THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING  
FOR A SPECIAL EMERGENCY APPROPRIATION OF  
\$7,500,000 FOR THE PAYMENT OF CONTRACTUALLY  
REQUIRED SEVERANCE LIABILITIES RESULTING  
FROM THE RETIREMENT OF CITY EMPLOYEES**

WHEREAS, N.J.S.A. 40A:4-53 provides that a municipality may adopt an ordinance providing for a special emergency appropriation for contractually required severance liabilities resulting from the retirement of City employees; and

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") has determined to authorize a special emergency appropriation to provide for the payment of contractually required severance liabilities resulting from the retirement of City employees; and

WHEREAS, the estimated cost of the payment of the required severance liabilities is \$7,500,000; NOW THEREFORE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:4-53, the sum of \$7,500,000 is hereby appropriated for the payment by the City of contractually required severance liabilities resulting from the retirement of City employees, and the same shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-55.

Section 2. The portion of the authorization financed shall be provided for in succeeding annual budgets by the inclusion of at least one fifth of the amount authorized by this ordinance and financed and as provided in N.J.S.A. 40A:4-55.

Section 3. A copy of this ordinance shall be filed with the Director of the Division of Local Government Services.

Section 4. This ordinance shall take effect upon final passage and publication as required by law.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☐

APPROVED: 

APPROVED: 

\_\_\_\_\_  
Business Administrator

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$7,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Maurer	CFO
Phone/email	X5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

This ordinance will allow for the appropriation and issuance of up to \$7,500,000 in emergency notes to fund accumulated time payouts to retirees.

I certify that all the facts presented herein are accurate.

Donna Maurer  
Signature of Department Director

9/29/14  
Date

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$7,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	CFO
Phone/email	X5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

This ordinance will allow for the appropriation and issuance of up to \$7,500,000 in emergency notes to fund accumulated time payouts to retirees.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

9/29/14  
Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.132

TITLE: 3.C OCT 8 2014 4.B

OCT 22 2014

An ordinance of the City of Jersey City, in the County of Hudson, New Jersey, providing for special emergency appropriation of \$7,500,000 for the payment of contractually required severance liabilities resulting from the retirement of City Employees.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
OCT 08 2014 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING												OCT 22 2014 9-0	
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.													
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
GAJEWSKI	✓			YUN	✓			RIVERA	✓				
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓				
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓				

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

YVONNE BALZER  
JAYSON BURG

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
OCT 22 2014 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on OCT 08 2014

Adopted on second and final reading after hearing on OCT 22 2014

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on OCT 22 2014

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date OCT 22 2014

APPROVED:

Steven M. Fulop, Mayor

Date OCT 23 2014

Date to Mayor OCT 23 2014

City Clerk File No. Ord. 14.133

Agenda No. 3.D 1st Reading

Agenda No. 4.C. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.133

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS) OF THE JERSEY CITY CODE DESIGNATING COLDEN STREET BETWEEN GRAND STREET AND PRIOR STREET AS A ONE WAY NORTH TO WEST, COUNTERCLOCKWISE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-5 ONE-WAY STREETS

The streets or parts of streets listed below are hereby designated as one way streets in the direction indicated.

Name of Street	Direction	Limits
Colden St	East <u>North to West</u> <u>Counterclockwise</u>	Merseles St to Center St <u>Grand St to Prior St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new and underscored.

JDS:pcl  
(09.26.14)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-5 (ONE-WAY STREETS) OF THE JERSEY CITY CODE DESIGNATING COLDEN STREET BETWEEN GRAND STREET AND PRIOR STREET AS A ONE WAY NORTH TO WEST, COUNTERCLOCKWISE

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Bret Schundler on behalf of BelovED Community Charter School, Jersey City, New Jersey	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

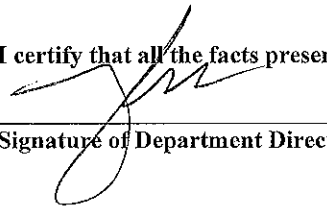
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

AN ORDINANCE DESIGNATING COLDEN STREET BETWEEN GRAND STREET AND PRIOR STREET AS A ONE WAY NORTH TO WEST, COUNTERCLOCKWISE

This change in traffic circulation will increase pedestrian and traffic safety around the Charter School.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

9/23/2014

Google Maps

Traffic, Transit, Bicycling, Terrain, Directions

Amity St

Fremont St

Housing Authority

Jamac Frozen Food Corporation

Beloved Community Charter School

Schoenberg Charter School

Decorating Centers

Carpet Clear New Jersey

NORTH  
↑

← -B  
Colden St

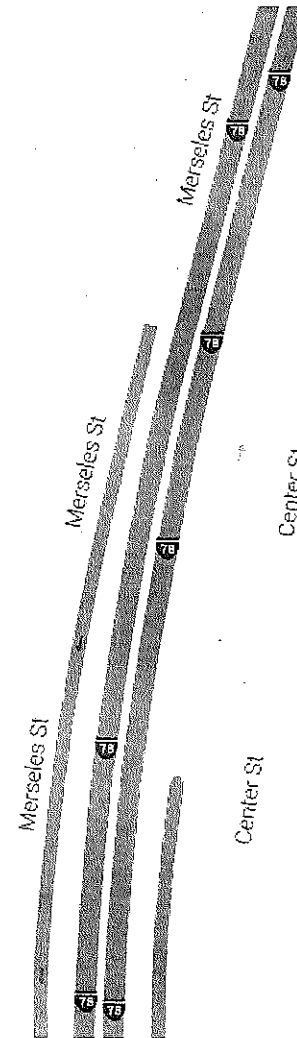
← I-A  
Colden St

↑ A

Grand St

622

Grand St



Map data ©2014 Google 100 ft

IA = A PROPOSED change  
B EXISTING

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.133

TITLE:

3.D OCT 8 2014 4.C

OCT 2 2 2014

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II(Traffic Regulations) amending Section 332-5(One-Way Streets) of the Jersey City Code designating Colden Street between Grand Street and Prior Street as a one way north to west, counterclockwise.

RECORD OF COUNCIL VOTE ON INTRODUCTION												OCT 0 8 2014 7-0
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	ABSENT			YUN	✓			RIVERA	✓			
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING												OCT 2 2 2014 9-0
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>RAMCHAL</u> to close P.H.												
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE												OCT 2 2 2014 9-0
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓			
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on OCT 0 8 2014

Adopted on second and final reading after hearing on OCT 2 2 2014

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on OCT 2 2 2014

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

OCT 2 2 2014

APPROVED:

Steven M. Fulop, Mayor

Date

OCT 2 3 2014

Date to Mayor

OCT 2 3 2014

City Clerk File No. Ord. 14.134

Agenda No. 3.E 1st Reading

Agenda No. 4.D. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.134

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24 (NO PARKING CERTAIN HOURS) DESIGNATING 87 FEET ON THE SOUTH SIDE OF MERCER STREET, WEST OF TUERS AVENUE, IN FRONT OF HUDSON CATHOLIC HIGH SCHOOL, AS NO PARKING MONDAY THROUGH SATURDAY, 7:00 A.M. TO 9:00 P.M.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24

### PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
<u>Mercer St</u>	<u>South</u>	<u>M - Sat.</u>	<u>7:00 a.m. to 9:00 p.m.</u>	<u>35 ft west of Tuers Av to a point 122 ft west</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material to be inserted is new and underscored.

JDS:pc1  
(09.26.14)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24 (NO PARKING CERTAIN HOURS) DESIGNATING 87 FEET ON THE SOUTH SIDE OF MERCER STREET, WEST OF TUERS AVENUE, IN FRONT OF HUDSON CATHOLIC HIGH SCHOOL, AS NO PARKING MONDAY THROUGH SATURDAY, 7:00 A.M. TO 9:00 P.M.

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Gregory Corrado, Assistant Business Administrator on behalf of Jerry McCann for Hudson Catholic High School, Jersey City NJ	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

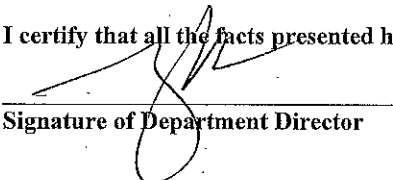
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

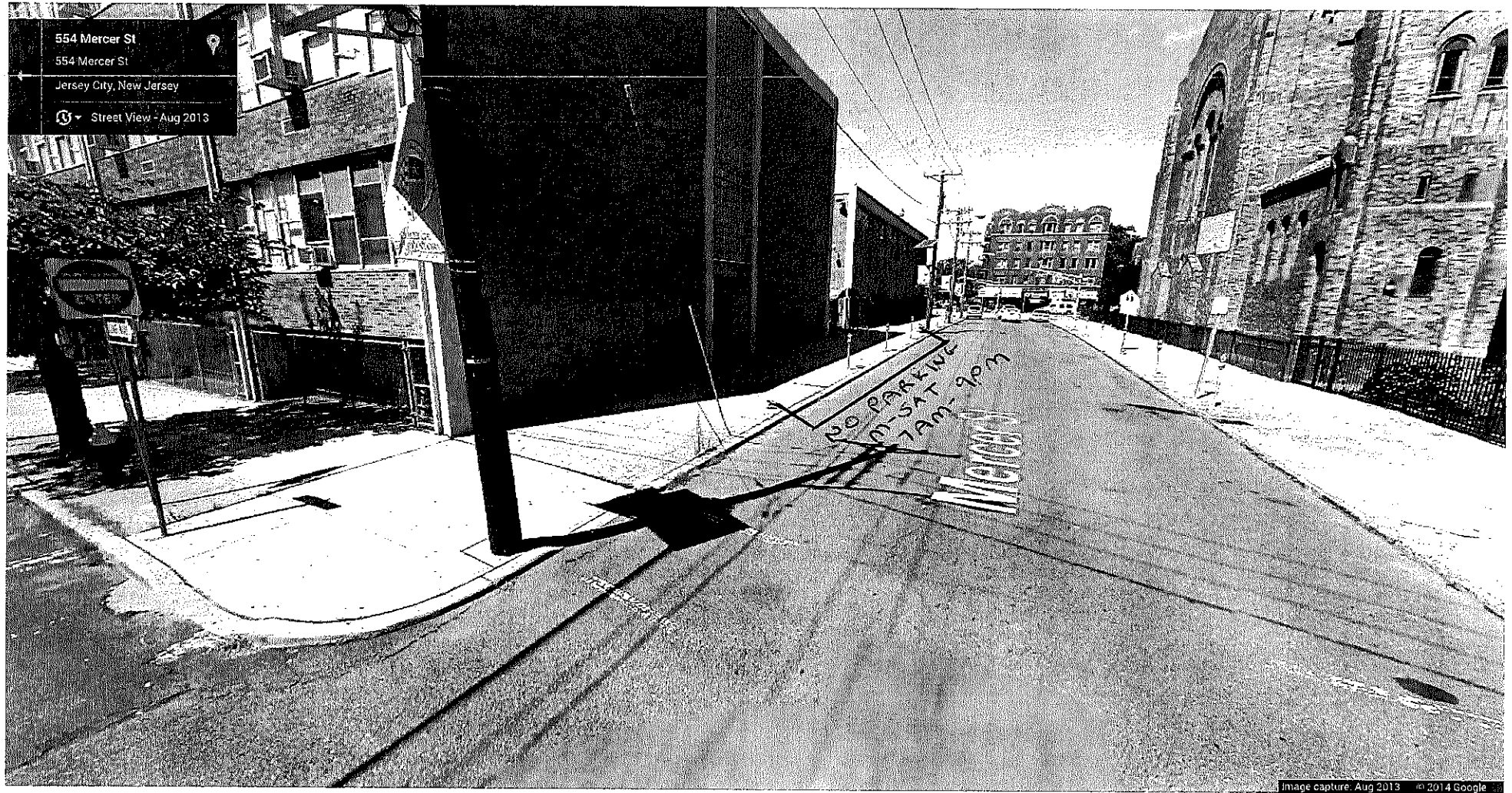
AN ORDINANCE DESIGNATING THE SOUTH SIDE OF MERCER STREET, WEST OF TUERS AVENUE, IN FRONT OF HUDSON CATHOLIC HIGH SCHOOL, AS NO PARKING MONDAY THROUGH SATURDAY, 7:00 A.M. TO 9:00 P.M.

The restricted parking area measures approximately 87 feet in length and will result in the removal of three parking meters.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

10/1/14  
Date



# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.134

TITLE: 3.B OCT 8 2014 4.D OCT 2 2 2014

An ordinance supplementing Chapter 332(Vehicles and Traffic)  
Article III (Parking, Standing and Stopping) of the Jersey City  
Code amending Section 332-24 (No Parking Certain Hours)  
designating 87 feet on the south side of Mercer Street, west of  
Tuers Avenue, in front of Hudson Catholic High School, as No  
Parking Monday through Saturday, 7:00 a.m. to 9:00 p.m.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">OCT 0 8 2014 5-2</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			YUN	✓			RIVERA		✓	
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">OCT 2 2 2014 9-0</span>											
Councilperson <u>RAMCHAL</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <span style="float: right;">OCT 2 2 2014 7-2</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		✓	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on OCT 0 8 2014  
Adopted on second and final reading after hearing on OCT 2 2 2014

This is to certify that the foregoing Ordinance was adopted by  
the Municipal Council at its meeting on OCT 2 2 2014

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date OCT 2 2 2014

APPROVED:

Steven M. Fulop, Mayor

Date OCT 2 3 2014

Date to Mayor OCT 2 3 2014

City Clerk File No. Ord. 14.135

Agenda No. 3.F 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.135

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN

WHEREAS, the Municipal Council of the City of Jersey City, adopted the Journal Square 2060 Redevelopment Plan at its meeting of July 14, 2010, Ordinance #10-103; and

WHEREAS, the Municipal Council seeks to promote the continuing redevelopment of the area by amending the standards and regulations within the redevelopment plan; and

WHEREAS, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

WHEREAS, the following amendments to the Journal Square 2060 Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of September 23, 2014; and

WHEREAS, the Planning Board voted to recommend adoption of these amendments by the Municipal Council; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the recommended amendments to the Journal Square 2060 Redevelopment Plan be, and hereby are, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP, Director of Planning

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
AMENDMENTS TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN**

**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
	Jeff Wenger, AICP	Principal Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / jeff@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance amends the Journal Square 2060 Redevelopment Plan to increase the building base height to accommodate substantial retail and removes reference to an easement requirement at the 10 Journal Square site (former hotel on the square site on Block 9501, Lot 23). This amendment will also clarify floor to ceiling height requirements and plaza area requirements.

 9/29/14  
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/30/14  
Date

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
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**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
	Jeff Wenger, AICP	Principal Planner
Phone/email	201-547-5010	bobbye@jcnj.org / jeff@jcnj.org

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**Purpose**

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I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/25/14  
9/30/14  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN**

This ordinance amends the Journal Square 2060 Redevelopment Plan to increase the building base height to accommodate substantial retail and removes reference to an easement requirement at the 10 Journal Square site (former hotel on the square site on Block 9501, Lot 23). This amendment will also clarify floor to ceiling height requirements and plaza area requirements.

# PROPOSED AMENDMENTS TO THE JOURNAL SQUARE 2060 REDEVELOPMENT PLAN

PRESENTED TO THE JERSEY CITY PLANNING BOARD ON SEPTEMBER 23, 2014

Text that is unchanged is in plain face type like this.

Text that is deleted is in strike-through ~~like this~~.

Text that is added is in bold **like this**.

## I) INTRODUCTION

On November 25, 2008 the Jersey City Municipal Council determined, by Resolution # 08-879, the *Greater Journal Square Study Area* to be an "area in need of rehabilitation," pursuant to the New Jersey Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.). Previously, portions of the Journal Square area were also declared to be an "area in need of redevelopment," called the *Journal Square Redevelopment Plan* originally adopted in 1974 and amended several times since.

This redevelopment plan focuses on Journal Square, the PATH rail station and bus depot, as well as the surrounding neighborhoods within walking distance, comprising an area of approximately 211 acres, 57 city blocks, and approximately 1600 individual parcels.

The purpose of the Journal Square 2060 Plan is to foster the redevelopment of Journal Square, Jersey City's central business district, by providing for transit oriented development of new housing, offices, commercial, and public open spaces within walking distance to the Square and transit facilities, returning Journal Square to a flourishing central business and shopping destination.

Since the mid 1950's, various plans in and around Journal Square were adopted by the Jersey City Municipal Council to address the adjacent air-rights development over the PATH rail cut and various development parcels in the vicinity of the Journal Square Transportation Center. Then in 2007, *Vision Journal Square* was prepared by A. Nelessen Associates, Inc. (ANA) and Dean Marchetto Architects, PC (DMA) in coordination the Jersey City Redevelopment Agency (JCRA) and the City of Jersey City. The process included multiple charrettes and public meetings, producing a comprehensive vision for the greater Journal Square area.

The Jersey City Master Plan lists several specific objectives and recommended actions which guide the standards and requirements for this plan. More specifically, the award winning Jersey City Master Plan Circulation Element, *Jersey City Mobility 2050*, recommends that the City:

*Develop and implement smart growth strategies that locate new residential development within walking distance of bus stops and passenger rail stations, with the highest density zones located within walking distance of passenger rail stations; that mixes residential land use with commercial land use;*

*Create meaningful public spaces that facilitate integration of the built environment with arterials and major transit routes;*

*Requirements to provide bicycle amenities for building users, such as interior bicycle storage facilities for residential buildings that are accessible without stairs or tight corners, and bicycle racks and employee showers for commercial buildings;*

*Parking space requirement maximums that reduce the number of permitted parking spaces in development near fixed rail transit stations in proportion to distance and inversely proportional to the intensity of development.*

In addition, the NJ Department of Transportation and NJ Transit created the "Transit Village Initiative" to recognize municipalities that have demonstrated a commitment to revitalizing and redeveloping areas within walking distance of rail or bus facilities into compact, mixed-use neighborhoods that are consistent with Smart Growth principles. In 2005, the Journal Square area received designation as a Transit Village by an inter-agency Transit Village Task Force.

It now appears appropriate for the City to take a more pro-active approach to redevelopment in this Area, so as to bring the Area into greater compliance with the recommendations of the Master Plan. The Master Plan calls for "station areas" around Jersey City's mass transit facilities to be up-zoned to include higher density residential, neighborhood retail, restaurants and other uses compatible with a mixed use transit oriented station area. In addition, parking requirements are to be reduced "to capitalize on the availability of high quality mass transit" and to increase building coverage, floor-area-ratios, and residential density, which can be supported near transit facilities.

As Jersey City enters the 21st century, we wish to continue developing in a sustainable direction. This means focusing future development to areas where mass transit is available, reducing parking to limit traffic congestion and effects on air quality, requiring bicycle parking and wider sidewalks to limit automobile use and promote alternative modes, requiring retail uses along pedestrian corridors to create an enjoyable and safe neighborhood environment, concentrating high density high-rise development along the major thoroughfares and immediately adjacent to mass transit facilities, preserving the most distinguished historic structures, and provide for design guidelines so that new development sits comfortably next to the historic fabric of this area.

Journal Square and its surrounding neighborhoods are not a blank slate. The existing physical structure of the Area is extremely varied. Building types range from detached two-family homes with generous front yards, to 4 to 6 story apartment buildings, office buildings, and commercial uses. This variety of uses and building types are all interwoven at a fine scale. Some streets are quiet and narrow, while others have intensive retail uses. This diversity need not inhibit the City from drafting new development guidelines. This redevelopment plan balances the need for new development at higher densities with the existing context of diverse and varied neighborhoods. To do this, this plan employs an approach to development that requires higher density projects to assemble sufficient development sites to accommodate building designs and forms that can reasonably fit into its surroundings while providing improved infrastructure. The Plan employs the use of building stepbacks, sidewalk widening, open space and plaza provisions, contextual yard requirements, required retail uses, parking limitations and bicycle parking requirements, green building requirements, and design guidelines to assure that future development contributes to the sustainable future of Journal Square.

## II) BOUNDARIES

- A) A map of the boundary, entitled, *Map 1: Boundary Map*, dated July 8, 2010 is attached and shall govern the boundaries of this redevelopment plan.
- B) The boundary of the Journal Square 2060 plan omits land on Blocks 6502 (formerly known as 593.1 and 628.1) which was authorized as part of the Greater Journal Square Study Area (Resolution 08-879). As this site has already been redeveloped under the St John's Redevelopment Plan and no substantive change to this site is currently contemplated, this area will not be included as part of the Journal Square 2060 Plan.
- C) The boundary of the Journal Square 2060 plan also omits land on Block 6401 and portions of Block 6701 and 8203 which are part of the Bergen Arches right-of-way and which were authorized as part of the Greater Journal Square Study Area (Resolution 08-879).

## III) REDEVELOPMENT PLAN OBJECTIVES

Renewal activities for the Journal Square 2060 plan area will be undertaken in conformity with, and will be designed to meet, the following objectives of the Redevelopment Plan:

- 1) Re-establish Journal Square as a Jersey City's primary central business district and activity center.
- 2) Make sustainability a theme of future development and redevelopment that guides land use and transportation decisions.
- 3) Integrate open space into the Area by incorporating a system of parks, plazas, and natural amenities.
- 4) Promote a pattern of mixed and multiple-use development. New buildings within the Area should appropriately combine residential, commercial, and entertainment uses and encourage a balance of jobs-to-housing.
- 5) Make walking and biking an easy, safe, desirable, and convenient mode of transport.
- 6) Encourage local quality retail within the greater Journal Square area.

- 7) Reduce automobile dependency by encouraging high density development in close proximity to mass transit with low automobile parking ratios and with bicycle parking requirements.
- 8) Provide for urban amenities such as transit, housing variety, open space, and entertainment that will attract new employers and a range of new residents to the area while sustaining existing neighborhoods.
- 9) Encourage the adaptive reuse of existing structures.
- 10) Encourage buildings to meet or exceed the US Green Building Council's LEED (Leadership in Energy and Environmental Design) Certification or equivalent.
- 11) The removal of vacated, deteriorated and obsolete structures.
- 12) The overall improvement of traffic circulation through the development of new and improved vehicular and pedestrian circulation systems which provide for separation of vehicular and pedestrian traffic and the maximum use of public transportation.
- 13) Coordination of redevelopment activities, reinforcing already existing adjacent renewal programs and in accordance with the Master Plan for the City overall.
- 14) Provide for the conservation and preservation of select structures with historic or architectural significance, and provide opportunity for adaptive reuse for future generations.
- 15) Encourage the private sector to consolidate development parcels to allow for sufficient building stepbacks providing, light and air to the street and adjacent properties.
- 16) Provide for redevelopment without public acquisition or relocation of residents and business concerns.
- 17) Provide for an active "front door" plaza entry way where Magnolia Avenue accesses the Journal Square PATH station, at the existing kiss-and-ride area.
- 18) To promote balanced development in accordance with applicable State laws and City requirements regarding affordable housing.
- 19) Creation of major new employment, housing, educational, recreational, commercial and retail opportunities for the residents of Jersey City.
- 20) Coordinate redevelopment activities to provide a uniform and consistent attack on blighted, dilapidated, and obsolete structures within the Area.
- 21) To promote the principles of "Smart Growth" and "Transit Village" development, including a variety of housing choices, providing wider sidewalks, minimize automobile use by maximizing the appeal of mass transit, encourage reduced parking and shared use parking solutions, and creating a livable community with convenient access to commercial facilities.
- 22) Maintain and improve pedestrian access to the Journal Square PATH Station from the surrounding communities.
- 23) To maximize the use of rooftop open space for recreation and/or green roofs.
- 24) Utilize stepbacks, architectural design elements, and building massing regulation to maintained light and air to the street and adjacent properties.
- 25) All structures within the project area shall be designed and maintained so as to improve the visual impact of the Jersey City skyline as viewed from within and beyond the City's borders.
- 26) Provide for new transport systems such as a streetcar along Kennedy Blvd. and Bergen Avenues and a Bus Rapid Transit system connecting to Route 440.

#### IV) GENERAL ADMINISTRATIVE PROVISIONS

- A) No building shall be constructed over public rights-of-way in the project area with the exception of freestanding structures ancillary to public plazas and/or pedestrian walkways, which shall be subject to review by the Planning Board.
- B) Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.
- C) As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.
- D) SPLIT ZONED DEVELOPMENT SITES
  - 1) For any consolidated development site which overlaps multiple zone districts, the zone that covers the largest portion of the site shall govern the entire development site. Zone 6, Zone 7, and Zone 11 are excluded from this split zone provision. All property within Zones 6, 7, or 11 must be developed under the provisions of that zone.
- E) All traffic impact studies shall incorporate, as part of the study, all projects approved or proposed in the immediate area. A listing of the projects may be obtained from the Division of City Planning.
- F) No use or reuse shall be permitted, which, when conducted under proper safeguards, will produce corrosive, toxic or noxious fume, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration (60 decibels), or other objectionable features so as to be detrimental to the public health, safety or general welfare.
- G) All residential redevelopment proposals and construction plans shall meet or exceed applicable FHA minimum room size requirements prior to approval by the Planning Board.
- H) The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of fifty (50) years from the date of approval of this plan by the City Council of the City of Jersey City, provided however that any development or redevelopment projects that are commenced and/or completed within said fifty (50) year period shall be deemed to comply with all applicable laws, so long as they comply with the provisions of this Redevelopment Plan. At the end of this fifty (50) year period, the zoning regulations contained herein shall be incorporated into the zoning ordinance of the City of Jersey City in accordance with the appropriate State statutes.
- I) Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the Land Development Ordinance (LDO) of Jersey City.

- J) Upon demolition of existing structures, the site shall be graded and planted or sodded, with a durable dust free surface in the interim period prior to construction of new buildings.

K) DEVIATION REQUESTS

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. Deviations from the required retail use as per section IX shall be considered a design waiver, cognizable by the Planning Board. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

No deviations may be granted which will result in permitting:

- 1) A use or principal structure in a district which does not permit such use or principal structure;
- 2) An expansion of a non-conforming use;
- 3) An increase in height of more than ten feet or 10% of the height in feet, whichever is less.
- 4) A breach in the required minimum or maximum building base height requirement of more than 10%;
- 5) An increase in the permitted floor area ratio;
- 6) An increase in the parking ratio of more than 10% above the maximum permitted;
- 7) Breach the minimum or maximum number of permitted stories.
- 8) Right-of-way width, and pavement width beyond normal adjustments encountered during survey synchronization;
- 9) Non-completion of minimum open space, parks, or other type of phased improvements required to be implemented;
- 10) Deviation from the Impact Fees provisions set forth in this Plan; or
- 11) Non-compliance with the specific goals and objectives enumerated in the Plan.

Any deviation in the above categories (1-11) or any other deviation that would otherwise constitute a "d" type variance or deviation constitutes a request for a legislative plan amendment cognizable only by the Governing Body. The Jersey City Zoning Board of Adjustment's powers are strictly limited to "a" and "b" appeals (N.J.S.A. 40:53D-70A&B).

- L) All development projects within Zone 1, Zone 2, or Zone 10 shall be pursuant to a redevelopment agreement approved by the Jersey City Redevelopment Agency. The agreements will be undertaken on a project by project basis.

M) IMPACT FEE

- 1) Redevelopment shall provide adequate water, sewer and other necessary utilities to the site, to the satisfaction of the Municipal Engineer and the Municipal Utility Authority. All costs necessary for infrastructure improvements associated with a development project, off-site as well as on-site, are the responsibility of the developer or redeveloper.

N) PROCEDURES FOR AMENDING THE PLAN

- 1) This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of \$5,000.00 plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request by a private entity to amend this plan. The City of Jersey City reserves the right to amend this plan.

O) INTERIM USES

- 1) Interim uses may be established, subject to agreements between the developers and the Planning Board, that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses may include surface parking provided there is no ingress or egress onto Journal Square itself. Interim uses must be approved by the Planning Board, which may establish an interim use period of between one (1) year and three (3) years in duration, subject to the Planning Board's discretion. Additional renewals of an interim use may be granted by the Planning Board, subject to the same interim period limitations specified above.

V) OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF STATE AND LOCAL LAWS

- A) The Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. requires that a Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:
  - 1) This Redevelopment Plan achieves the stated objectives of the Jersey City Master Plan by locating high density development in exceptionally close proximity to mass transit facilities with low parking ratios to reduce the traffic impact of future high density development. Other uses such as retail and office uses compatible with a mixed use transit oriented station area are permitted. The plan also provides for adequate setbacks for the widening of Pavonia Avenue, the continuation of Central Avenue, and improved access to the PATH station as well as requirements for the provision of rooftop recreation space so as to reduce the impact of new development on the City's park system.
  - 2) This Redevelopment Plan provides for a list of permitted principal uses, as well as accessory uses and prohibited uses in the redevelopment area. The plan also provides for density restriction through the use of a maximum floor area ratio, maximum height limits, as well as setback and stepback requirements and various design controls.
  - 3) There will be no displacement of existing residents through the implementation of this plan through condemnation, as this is an area in need of rehabilitation and condemnation is not permitted. Any condemnation action already commenced by the Jersey City Redevelopment Agency may continue. The condemnation of easements in areas previously declared in need of redevelopment may be pursued by the Jersey City Redevelopment Agency.

- 4) The Journal Square 2060 Redevelopment Plan proposes no new acquisition or condemnation of private property for private redevelopment purposes, however the condemnation of easements in areas previously declared in need of redevelopment may be pursued by the Jersey City Redevelopment Agency.
- 5) The area covered by this Redevelopment Plan constitutes the area within walking distance of Jersey City's central business district and the transportation hub for Hudson County. This location in the very center of Jersey City and is remote from any adjacent municipality. Jersey City is designated as a "Planning Area 1" in the State Plan and is at the center of the Hudson County "urban complex." The development envisioned by this plan is in conformity with the "State Planning Act" P.L. 1985, c. 398 (C.52:18A-196 et al) as well as the master plan of Hudson County and all contiguous municipalities.
- 6) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.
- 7) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.

## VI) TRANSPORTATION AND CIRCULATION

- A) The Plan proposes the widening of Pavonia and Oakland Avenues. The western half of Pavonia Avenue between Kennedy Blvd and Summit Avenue was previously widened along the PATH Transportation Center. The remainder of Pavonia Avenue must be widened to match the previous project. This shall be achieved through the dedicating of land to the City along the south side of Pavonia Avenue as shown on *Map 6: Circulation Map*. Oakland Avenue shall also be widened to a total width of 60 feet by a dedication of land along the western side of the Avenue between Newark Avenue and Hoboken Avenue as shown on *Map 6: Circulation Map*.
- B) Central Avenue currently functions as the primary commercial street for the Heights Neighborhood to the north of the Journal Square 2060 Plan area. This Plan proposes a new street to connect Central Avenue in the Heights Neighborhood to Summit Avenue and the Journal Square PATH station. A new street connector is shown on *Map 6: Circulation Map*.
- C) Cook Street is proposed to be vacated and added to Block 8102, provided the Central Avenue connector is constructed.
- D) The Bergen Arches right-of-way runs along State Highway Route 139, connecting downtown Jersey City to the national railway network. This right-of-way has many potential future uses. To insure that future use of this right-of-way can be maximized for public benefit, any development on top of the Bergen Arches shall preserve an at grade public easement along the top of the Bergen Arches tunnel or open cut as shown on *Map 6: Circulation Map, Right-of-Way Preservation area*.
- E) The Journal Square Transportation Center is currently configured with its main entrance on Kennedy Blvd. A secondary entrance is located at the eastern end of the Transportation Center at Magnolia Avenue and currently functions as a kiss-and-ride drop off point. This secondary entrance must be upgraded and redesigned as a new front entry plaza by any developer with greater than 200 linear feet along the Magnolia Avenue right-of-way as required in Zone 1. Improvements shall include decorative sidewalk and

- lighting throughout the plaza with bollards to control traffic, street furniture, and other design elements to successfully create an active plaza entryway from Magnolia Avenue.
- F) The Plan envisions a narrow-gauge streetcar line that runs in a dedicated right-of-way along Kennedy Boulevard, Journal Square and Bergen Avenue. This streetcar system is a critical north/south component of a comprehensive transit network designed to service Journal Square and surrounding neighborhoods. A streetcar system will ensure that new and existing developments along Kennedy Boulevard and Bergen Avenue have convenient access to the Journal Square Transportation Center and proposed extensions of the Hudson Bergen Light Rail in the Bergen Arches. The Redevelopment Plan recommends that a streetcar run from the intersection of John F. Kennedy Boulevard and Route 139 to Bergen Avenue at McGinley Square (see Map 6). During the development of a streetcar system, a dedicated bus lane should be implemented along the streetcar right-of-way. All stops should be permanent and substantial in nature. A transitional bus along the streetcar route can help establish a riding habit among Journal Square residents and encourage transit appropriate development along the eventual streetcar corridor. The streetcar may be extended in the future to service additional neighborhoods as part of a comprehensive bus rapid transit system for Jersey City.
- G) Bus priority lanes should be provided within Sip, Pavonia, and Summit Avenues to accommodate a western waterfront bus rapid transit (BRT) system. A BRT line that connects the western waterfront corridor to the Journal Square Transportation Center is necessary to support the development and redevelopment of Jersey City's western waterfront. At the time of this writing, the City of Jersey City is developing a concept design for a two directional BRT route that runs along the Routes 440 and 1&9 Truck corridor between Danforth Avenue and Sip Avenue, and connects to the Journal Square Transportation Center via Sip Avenue. The route will have loop turnarounds at each end. The southern turnaround will be in the vicinity of Danforth Avenue, and the northern turnaround will be at the Journal Square Transportation Center via Pavonia, Summit and Sip Avenues. In order to accommodate the BRT route as it traverses the Journal Square area, the full length of Sip Avenue between Garrison Avenue and the transportation center should be designed to include bus priority lanes so that the BRT vehicles are not delayed by general traffic. These lanes may be placed within the existing right-of-way or cartway, and may be comprised of two one-directional lanes, or one reversible lane that is eastbound during the AM peak and westbound during the PM peak. Additionally, to accommodate the loop turnaround at Journal Square, Pavonia, Summit and Sip Avenue should be designed to include bus priority lanes so that BRT vehicles departing Journal Square for Route 440/1&9T via Sip Avenue are not delayed by general traffic.

## VII) DESIGN REQUIREMENTS FOR ALL ZONES

### A) GENERAL REQUIREMENTS

- 1) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk.
- 2) All minimum building height requirements shall be measured as stories above sidewalk grade. No mezzanines or split levels or any floor partially below grade shall be considered for minimum height requirements (see building height tables for each

zone district). All floors necessary to meet the minimum height requirement must be approximately equal in floor area. No required minimum floor may be less than 60% of the first floor area at grade.

- 3) All lots at the time of adoption of this plan are conforming lots for development, however any newly created lots or development sites through subdivision or consolidation shall have a maximum shape factor of 30. Shape factor is defined as the perimeter of the lot squared, divided by the lot area ( $\frac{\text{Perimeter}^2}{\text{area}}$ ).
  - (a) Example for a standard 25' by 100' rectangular lot:  
perimeter = 250'  
perimeter squared = 62,500  
area = 2500 square feet  
shape factor is  $\frac{62500}{2500} = 25$
- 4) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate historic elements found throughout the surrounding area.
- 5) Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside of the project area. Front facades, facades which are visible from a public right-of-way, and all facades that are significantly taller than adjacent buildings or are visible as part of the Journal Square skyline shall be treated with equal importance in material selection and architectural design.
- 6) Large blank walls without fenestration surrounding large residential or commercial uses such as theatres, parking garages, bowling alleys, big box retail, or similar uses must incorporate facade relief, an expressed structural system, sculpted, carved or penetrated wall surfaces, architectural lighting, or other architectural techniques to provide visual interest.
- 7) Access by the elderly, physically handicapped and/or disabled shall meet barrier free design regulations as specified in the New Jersey and Federal ADA Standard Uniform Construction Code.
- 8) All utility distribution lines, including multi-media telecommunication lines, and utility service connections from such lines to the project area's individual use shall be located underground.
- 9) All adaptive reuse of existing structures shall not be required to meet minimum building height requirements.
- 10) Roof treatment, Mechanical Screening and Electrical Equipment
  - (a) All mechanical equipment located on any roof of a building shall be screened from view from all vantage points with a material complementary with the façade of the structure. The screening shall not resemble a utility or rooftop elevator or stair tower. It shall instead resemble an upper level extension of the building and be designed to contribute to the building top design.
  - (b) A roof plan must be developed and submitted for approval. Roof plans shall include mechanical equipment, trellises to obscure view, colored roof patterns and landscaping. Parking deck roofs shall be designed to maximize recreational amenity space and all remaining rooftop areas shall be developed as a green roof.

- (c) All electrical communication equipment shall be located in such a way that it does not negatively impact the appearance of the building nor create objectionable views as seen from surrounding structures.
- (d) Transformers and primary and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an adjacent street. Location upon the sidewalk, between the sidewalk and the building, or anywhere outside at grade is not permitted.
- (e) The placement of all new or reconstructed signal boxes is required to be below grade.
- (f) The screening of all new or reconstructed telecom equipment is required.

#### 11) Streetscape

- (a) All buildings shall be designed to front on a public street to create a street wall and a pedestrian environment at a human scale.
  - (b) Main entrances into buildings shall be located on all public streets. Secondary entrances shall also be provided from parking areas and/or as necessary according to the design of the structure.
  - (c) Entrances shall be designed to be attractive and functional. Indicators such as awning, changes in sidewalk paving material or other indicator consistent with the design, proportions, material and character of the surrounding area shall be provided.
  - (d) Automobile parking between the building line and a public right-of-way is expressly prohibited, even where surface parking is a permitted use. Parking is not permitted in any front yard.
  - (e) Porte-cocheres and drop-off lanes are prohibited.
- 12) A cornerstone marking the date of construction shall be located in an appropriate ground level corner of any building five or more stories. The cornerstone shall be incorporated into the primary facade material.
  - 13) Overhead walkways (skywalks) connecting buildings and or parking above streets or rights-of-ways are prohibited.
  - 14) All facade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
  - 15) All new sidewalk concrete shall be tinted charcoal grey or equivalent tint. The Planning Board may grant a waiver for superior design which relates to adjacent architecture or other public purpose.
  - 16) All storefronts shall incorporate a cornice element or horizontal projection above the storefront glazing separating ground floor uses from the building above.
  - 17) Ground floor storefront bulkheads below the display windows shall be a maximum of 18 inches in height above sidewalk grade.
  - 18) All storefront facades shall incorporate a minimum of 80% transparent glass.
  - 19) All ground floor entryways shall be recessed or designed to avoid door swings into any public right-of-way.

- 20) All large residential development projects are strongly recommended to include provisions for a dog run.

**B) FLOOR HEIGHT MINIMUM**

- 1) Residential floor-to-ceiling heights must be a minimum of 9 feet and a maximum of 12 feet, **excepting drop ceilings in kitchens, bathrooms, corridors, and other similar spaces.**
- 2) A ground floor residential use (where permitted) must be 3 feet above sidewalk grade or set back from a front property line by 3 feet and screened with raised landscaping enclosed by a minimum 6x6 inch masonry curb. Building lobbies may be at grade for ADA accessibility.
- 3) Ground floor floor-to-ceiling height minimums for a non-residential use are regulated by the following table:

Building Height	Minimum First Floor Height	Maximum First Floor Height	Maximum First Floor Height within 30' of a Rear Lot Line
2 to 6	12'	18'	12'
7 to 12	15'	20'	12'
13 and up	20'	30'	12'

Table 1

**C) SPECIAL REQUIREMENTS FOR A TOWER ON A BASE**

- 1) When indicated in the Building Stepback Tables in each Zone district, the following "Tower on a base" requirements shall apply.
- 2) All buildings shall have a base, which shall be designed according to the following:
  - (a) Building base height requirements:

Base Height Requirements by Zone (In feet)		
Zone	Minimum	Maximum
1	50'	75'
3	30'	60'
10	30'	45'

Table 2

- (b) As an alternative to the chart above, building base heights may be contextual to match the adjacent buildings heights, or match the mean or mode building height on the block.
  - (c) A project on Block 9501, Lot 23 fronting onto the Journal Square Plaza is permitted a base height of **95-150** feet, and may provide enclosed recreation facilities.
- 3) Towers shall be setback from the front lot line a minimum of 10 feet for sites with a lot depth of 100 feet or less. Tower setback shall be a minimum of 15 feet for sites with a lot depth of more than 100 feet.
- 4) Towers shall be setback from side lot lines a minimum of 20 feet.

- 5) Maximum tower length or width dimension is 150 linear feet for primarily residential or hotel use buildings.
- 6) Maximum tower length or width dimension is 200 linear feet for primarily office use buildings.
- 7) Where the tower base abuts a lower density zone, the base of a tower shall be set back from side lot line a minimum of 10 feet and the tower shall be setback a minimum of 30 feet.
- 8) Tower bases must set back 30 feet from any adjacent property's rear property line, except the ground floor which may cover 100% of the lot.
- 9) Front yard setback requirements for each Zone shall apply.

10) Building Base Design Requirements:

- (a) A visual cue or indicator such as a cornice, belt coursing, a significant change in the glass to solid ratio, or any other indicator consistent with the design, proportions, and materials shall be provided at the top of the base.
- (b) Decorative features and materials are required to provide detail and interest to the pedestrian level of the building.
- (c) Building bases shall be constructed of durable material of high quality, including but not limited to glass, stone, brick, textured concrete, metal paneling, etc. Glass shall constitute a minimum of 80 % of the ground floor storefront facades (see ground floor height minimum).
- (d) A decorative screening facade may substitute for glass to wrap parking facilities, subject to approval by the Planning Board.
- (e) Retail and/or other permitted uses are required along all public rights-of-way, with a minimum depth of twenty-five (25) feet. No more than fifteen (15) percent of the first floor street frontage and no more than 30 consecutive linear feet along a public right-of-way may be dedicated to other uses such as meter rooms, blank walls, emergency exits, etc.
- (f) First floor retail height shall be regulated by the ground floor floor-to-ceiling height table in Table 1 above.

11) Building Tower Design Requirements:

- (a) A visual cue or indicator such as a cornice, belt coursing, a significant change in the glass to solid ratio, or any other indicator consistent with the design, proportions, and materials shall be provided at the top of the tower.
- (b) Building towers shall be constructed of durable material of high quality, including, but not limited to glass, stone, textured concrete, brick, metal paneling etc. Glass shall constitute a minimum of 40 % of the facade.
- (c) Building towers are required to have a minimum separation distance of 50 feet.

D) PARKING STANDARDS

All parking shall be provided in multi-tiered structures, automatic garages, or within a structure. Parking structures shall meet the following requirements:

- 1) Bicycle Parking Provisions: Bicycle parking shall be provided pursuant to the requirements found in the Jersey City Land Development Ordinance.
- 2) Automobile Maximum Parking Ratios By Use:
  - (a) For lots of less than 60 feet in width: no parking is permitted.
  - (b) Residential uses may provide up to a maximum of 0.5 off-street parking space per dwelling unit.

- (c) Office and other commercial uses may provide up to a maximum of 0.5 spaces per 1000 square feet of gross floor area.
  - (d) Retail, restaurants, bars, nightclubs and health clubs may provide up to a maximum of 0.5 space per 1000 square feet of gross floor area.
  - (e) Theaters may provide up to a maximum of 1 space per 20 seats.
  - (f) Hotels may provide up to a maximum of 1 space per every 3 rooms.
  - (g) Public/semi-public uses may provide a maximum 0.5 space per 1000 square feet of gross floor area.
  - (h) Colleges and Universities may provide a maximum of 1 space per faculty and administrative member per 8 hour shift.
  - (i) All other uses may provide a maximum 0.5 space per 1000 square feet of gross floor area.
  - (j) Public parking garages as a stand alone use are exempt from the parking maximum.
- 3) Automobile Parking Provisions
- (a) Commuter parking is prohibited.
  - (b) Semi-annual reporting of the parking pricing and usage shall be provided to the Director of the Division of City Planning and the Chairman of the Jersey City Planning Board in a format and detail similar to the semi-annual parking report submitted for the Newport Redevelopment Plan Area.
  - (c) To assure the most efficient and effective use of the parking resources located within the Redevelopment Area, shared use of the parking facilities is encouraged.
- 4) Design Standards:
- (a) In any building over six stories, or any stand-alone parking structure, a parking level at grade may not contain any parking or mechanical floor area adjacent to the sidewalk/street frontage. Atrium, lobby, and/or retail space shall occupy these areas with a minimum depth of 25 feet.
  - (b) In any building under six stories, a parking level at grade shall be set back from the sidewalk a minimum of 3 feet to provide for landscaping, screening the parking use.
  - (c) For stand alone parking structures, the ground floor retail use shall be a minimum height of 15 feet and a depth of 25 feet.
  - (d) Any parking structure shall be designed to eliminate headlight glare by the provision of opaque screening for head lights and placement of interior garage lighting to be directed into the structure and/or mounted on the interior side of columns so as to prevent glare from such lighting to be visible from the street or adjacent property. Light fixture details and location shall be included within the garage floor plan at the time of site plan application.
  - (e) The facade of all parking levels shall be of a compatible material to that used throughout the development or adjacent structures and shall be designed to provide visual interest.
  - (f) All openings must be screened with glass or decorative façade materials. Any openings shall be in a vertical proportion. Open horizontal bands along the façade of any parking structure are prohibited.

- (g) Exterior lighting of the screening materials on a parking structure façade may be required by the Planning Board in order to provide additional visual interest in terms of light and shadow and to further mask the interior lighting of the parking structure and headlight glare.
- (h) All pedestrian access points shall be provided at street level and designed to encourage street activity. Overhead or elevated pedestrian or vehicular connections are prohibited.
- (i) All parking spaces shall be 9 feet wide by 18 feet deep. Compact parking spaces (8x15), may be provided, up to fifty (50) percent of approved parking spaces.
- (j) Aisle widths shall conform to the following standards:
  - (i) 90 degree parking 22' wide two-way aisle
  - (ii) 60 degree parking 18' wide one-way aisle
  - (iii) 45 degree parking 15' wide one-way aisle
  - (iv) 30 degree parking 12' wide one-way aisle
- (k) All one-way aisles shall be clearly designated.
- (l) All automatic garage parking is exempt from the above space and aisle dimension requirements.
- (m) Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction of pedestrian walks and thoroughfares.
- (n) Surface parking lots (as an interim use) and all loading areas, shall provide a screen planting of dense evergreens along any street line and along all property lines except those instances where a building intervenes or where the proposed planting may interfere with sight triangles. Within the parking area, a minimum of three percent (3%) of the parking area shall be landscaped and maintained with shrubs no higher than three (3) feet and trees with branches no lower than six (6) so that the landscaping is dispersed throughout the parking area.
- (o) The number and design of off-street loading spaces shall be demonstrated by an applicant according to an anticipated need. All freight loading activities are encouraged to be restricted to early morning and/or late evening hours. The design and number of off-street loading shall be regulated by the Jersey City Land Development Ordinance.
- (p) Drop off areas may be required for uses generating organized pick-up and drop-off services such as, but not limited to, medical offices.
- (q) All entry ways to off-street parking and loading structures shall incorporate decorative materials coordinated with the primary base façade on all surfaces twenty-five (25) feet deep into the structure to create an attractive view from the sidewalk and adjacent pedestrian areas.
- (r) Parking and service access should not be located on the main traffic oriented streets. A head-in/head-out design is required for all loading and parking facilities. For parking facilities with 30 spaces or less, driveway widths shall be a maximum of 12 feet. For all other parking facilities, driveway widths shall be a maximum of 18 feet.
- (s) Direct new development to minimize pedestrian and traffic conflicts.
- (t) All site plan application for parking structures should demonstrate the ability to provide for electric vehicle charging stations in the future.

- 5) Below grade parking is permitted to cover 100% of the lot and shall not be counted against permitted FAR.
- 6) All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, all parking stall and aisle widths and any other information deemed necessary to effectively evaluate the management plan. All parking management plans shall be subject to review and approval of the Division of Traffic Engineering, the Division of City Planning and the Planning Board. Valet parking schemes shall not be permitted to increase the total number of parked cars above the maximum number of permitted spaces.

E) OPEN SPACE DESIGN REQUIREMENTS

- 1) Where possible, new structures surrounding or enclosing open space should be designed and sited to allow the greatest penetration of sunlight onto open space areas throughout the year.
- 2) Open space shall provide visual and functional elements such as bicycle parking, benches, seating walls, drinking fountains, refuse containers and planters, and public fountains. Open space amenities shall include decorative material such as: stone pavers, brick pavers, asphalt pavers, stamped and tinted concrete, and decorative lighting and detailing.
- 3) Adequate lighting shall be provided to encourage active usage and a sense of security in the open space.
- 4) Open space shall be distributed so as to provide for maximum usability.
- 5) Through creative design, open space features shall address the need for human comfort and enjoyment and provide both active and passive leisure uses for secure and pleasant outdoor and indoor settings to meet public and private use requirements. Open space and plazas shall be designed at a human scale to invite and attract the public.
- 6) Open space shall be oriented to maximize views.
- 7) As a general guide, one (1) linear foot of seating for each linear foot of plaza perimeter shall be provided. Seating space may include planters, benches, fountains, etc.

F) LANDSCAPING AND LIGHTING REQUIREMENTS

- 1) Landscaping shall be required for any part of any parcel not used for buildings, off-street parking, plaza areas or loading zones. The developer's plan shall include proposals for landscaping indicating the location, size and quantity of the various species to be used.
- 2) All plant material used must be able to withstand an urban environment. All screen planting shall be a minimum of 4 feet high and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. Ground cover shall be used in place of mulch.
- 3) All new trees shall be of a species and gender so as to minimize fruit and pollen.
- 4) Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
- 5) Underground watering facilities shall be required for all landscaped areas. Hose bibs shall be provided immediately adjacent to planting areas abutting a building.

- 6) Street trees shall be planted along curb lines of streets in a regular pattern, spaced at one-half the mature spread of the tree canopy to further enhance the aesthetic quality of the redevelopment area. All trees shall be a minimum of four (4) inches in caliper.
  - 7) Lighting within the site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent dark corners.
  - 8) All lighting sources must be adequately shielded to avoid any off-site glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot candles.
  - 9) All landscaping must be fully enclosed by curb or seating wall constructed of a masonry or metal material with a minimum of 6 inch in height. Landscaping shall be elevated to match the height of the curb or seating wall. Fencing is discouraged, but may be set into the required curb.
- G) GREEN BUILDING REQUIREMENTS
- 1) For new construction projects with more than 9,000 square feet of roof top area, 90% of all roof top area not used for recreation space, solar panels, elevator or stair housing or other areas necessary for mechanical equipment must be a "green roof".
  - 2) All plumbing fixtures must demonstrate a 30% improvement over US EPA 1992 Energy Policy Act standards. All new toilets must be a dual-flush design and use an average of 1.28 gallons per flush or less and achieve the US EPA HET standard. All new shower heads and faucets must be equipped with aerators or other mechanisms to reduce water flow.
  - 3) All new construction must demonstrate 15% improvement in energy efficiency of the building envelope and mechanical systems over ASHRAE 90.1 2007 or the most recently adopted energy standards by NJ Department of Energy.
  - 4) All paints and carpets must be "low VOC" generally defined as having less than 60 grams per liter of volatile organic compounds.
  - 5) All new installed appliances must be Energy Star rated. All light bulbs must be Energy Star rated, LED, or utilize other energy saving features such as dimmers, motion detectors, etc.
  - 6) The recycling and reuse of grey water is encouraged when feasible.
- H) BUILDING AMENITY REQUIREMENTS
- 1) All buildings with 4 or more units must provide a washer/dryer room in the building or a washer/dryer within each unit.
  - 2) Buildings with over 50 units must include at least 2% of the units designed with 3 bedrooms or more.
  - 3) Buildings with 4 or more floors must provide an elevator.
  - 4) A minimum of 20% of the lot area must be dedicated to useable recreation space by occupants, **or plaza areas accessible by the public**. This space may be placed in a rear yard or on a roof. Roof decks are encouraged and may be necessary to achieve this requirement.
  - 5) Showers and other facilities necessary to support people biking to work is required in all office buildings and other major centers of employment greater than 100,000 square feet.
- I) BUILDING MATERIALS REQUIREMENTS
- 1) Synthetic stucco materials such as EIFS is prohibited. Any stucco material used must be fine grained with a smooth finish to reflect a more stone like appearance and qualities of light reflection.

- 2) Concrete block may not be used as a decorative finish on any facade.
- 3) Exterior doors including emergency exits and utility access shall not be secured with a pad lock. All door must include a built in lock mechanism.
- 4) Brick facades are encouraged to utilize multi toned brick selections with at least 3 tones so as not to create a dull or flat brick facade.
- 5) Front cantilevered balconies may project no more than 12 inches from the facade where located within 45 feet from grade or on the base of any "tower on a base" building design (see Section IV: C). Above a stepback, balconies may extend no more than the width of the stepback.
- 6) Use of chain link fencing, razor wire, barbed wire, or other similar security devises is expressly prohibited. Chain linked fencing may be temporality utilized during construction only.
- 7) Security Gates: All front security gates shall be completely composed of the open mesh type, except for two feet at the bottom of the gate which may be solid. Storage boxes for all security gates shall be mounted on the interior of the building. Gate tracks shall be recessed into the glazing reveal and the gate housing shall be flush with the plane of the storefront. No storage box, tracks or mechanical devices related to the gates may project from the plane of the storefront.

## VIII) SIGNAGE REGULATIONS

### A) Signage Approval Process

- 1) All signs are subject to site plan review when included as part of a major site plan application.
- 2) All temporary banner signs for marketing projects on site shall be considered as an interim use.
- 3) All new signage (except billboards) that complies with the redevelopment plan shall not require site plan approval.
- 4) Minor Site Plan application with deviation must be submitted to the Planning board for all non-conforming sign proposals.
- 5) Any signage (except billboards) more than 45 feet above grade is not permitted in this Redevelopment Plan. All requests for this type of signage constitutes a minor site plan application with deviation.
- 6) Billboards or theater marquees are subject to minor site plan review.
- 7) During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed forty (40) square feet.

### B) Number and Size of Signage

- 1) The building address is required to placed on either the main entry door, transom window, building, or awning flap at a maximum font height of 10 inches.
- 2) Corner lot development is encouraged to display the street names on the building facade or imprinted into the sidewalk.
- 3) Sign requirements along all Rights-of-Way where retail is mandatory (see *Map 4: Required Retail Use Map*):
  - (a) For retail, restaurants, bars, nightclubs, and other similar ground floor uses:

- (i) Each use fronting on a public street may be permitted one (1) exterior sign per store front bay on each street frontage.
  - (ii) Maximum sign height shall be 32 inches.
- (b) All other uses:
  - (i) Each such use fronting on a public street may be permitted one (1) exterior sign per entryway per street frontage. Buildings with multiple uses shall have no more than one (1) sign per use.
  - (ii) The total exterior sign area shall not exceed the equivalent of 5 percent of the first story portion of the wall to which it is attached. In no case shall a sign on any structure exceed 20 square feet.
- 4) Sign requirements along all Rights-of-Way where retail is not required (see *Map 4: Required Retail Use Map*):
  - (a) For retail, restaurants, bars, nightclubs, and other similar storefront uses:
    - (i) Each such use fronting on a public street may be permitted one (1) exterior sign per store front bay on each street frontage.
    - (ii) Maximum sign height shall be 18 inches.
  - (b) All other uses:
    - (i) Each such use fronting on a public street may be permitted one (1) exterior sign per entryway per street frontage. Buildings with multiple uses shall have not more than one (1) sign per use.
    - (ii) The total exterior sign area shall not exceed the equivalent of two (2) percent of the first story portion of the wall to which it is attached. In no case shall a sign on any structure exceed 8 square feet.
- 5) Signage along Kennedy Boulevard between Tonnele Avenue and Van Reipen Avenue may exceed size and placement limitations by design waiver request to the Planning Board as part of a minor site plan application.
- C) Sign Design Requirements
  - 1) All signs shall be attached to the first floor level of the building only, although blade signs may be attached to the first or second floor façade.
  - 2) All wall signs shall be flush mounted;
  - 3) All blade signs shall project no more than 30 inches from the facade and the bottom of the sign must be a minimum of 9 feet above the sidewalk.
  - 4) Window signs (other than lettering and logos as specifically permitted) shall be prohibited. Lettering or logos shall be limited to decorative metal leaf, flat black or etched / frosted glass style lettering and shall be limited to the name of the business occupying the commercial space / storefront and shall cover no more than twenty (20%) of the window area.
  - 5) Permitted signage material includes:
    - (a) Painted wood.
    - (b) Painted metals including aluminum and steel.
    - (c) Brushed finished aluminum, stainless steel, brass, copper, or bronze.
    - (d) Carved wood or wood substitute.
    - (e) Channel letters.
  - 6) Permitted lettering material includes:
    - (a) Lettering forms applied to the surface of the sign.
    - (b) Single colored lettering forms applied to the surface of the sign.

- (c) Metallic solid body letters with or without returns.
- (d) Painted acrylic or metal letter.
- (e) Vinyl lettering attached permanently to a wood, wood substitute or metal signboard.
- 7) Signs may be lit from backlit halo, and up-lights.
- 8) Storefront windows shall not be blocked by any interior display case or other form of barrier. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
- 9) Signs may include the name of the store only. Building address, phone number, operating hours and other additional information may be stenciled on the door.
- D) Parking Garage Signage
  - 1) One (1) sign shall be provided per entrance to garages indicating the parking facility by the international parking symbol and direction arrow. The sign area shall not exceed twenty (20) square feet. If applicable, one (1) sign per entrance may be allowed indicating parking rates, not to exceed eight (8) square feet.
  - 2) Portable signs are not permitted for parking garages.
- E) Billboard Requirements
  - 1) Billboards are only permitted within a 400 foot radius of the intersection of the center lines of Kennedy Boulevard and Bergen Avenue.
  - 2) Billboards are permitted only on building rooftops greater than 30 feet above grade. Billboards may also be permitted on a building facade only at the discretion of the Planning Board and only for the purpose of screening a blank wall or parking structures and within the 400 foot radius described above.
  - 3) All billboards are required to be coplanar, (placed in the same plane) with the building facade.
  - 4) Billboards may not exceed 20 feet in height and are required to be the same width as the portion of the facade it is built coplanar to.
  - 5) All support structures shall be screened from view from all public rights-of-way by the face of the billboard.
- F) Prohibited Signs
  - 1) Freestanding signs, except for those indicating direction, transportation, circulation and parking are prohibited.
  - 2) Portable advertising signs not associated with use within 10 feet are strictly prohibited.
  - 3) Product advertising signage of any kind.
  - 4) Signage attached to parking meters, light poles, benches, or other street furniture.
  - 5) Monument signs
  - 6) Internally or externally illuminated box signs
  - 7) Flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle
  - 8) Window signs, posters, plastic or paper that appear to be attached to the window.
  - 9) Pole signs.
  - 10) Waterfall style or plastic awnings.

## IX) REQUIRED LAND USE REGULATIONS

- A) Retail and/or other permitted active storefront type uses, which activate the adjacent sidewalk, are required along all public rights-of-way where indicated on *Map 4: Required Retail Use Map*. Active storefront type uses include, but not limited to, retail, storefronts, building lobbies, art galleries, bars and restaurants.
- 1) Minimum depth of retail use shall be twenty-five (25) feet.
  - 2) No more than fifteen (15) percent and no more than twenty (20) consecutive linear feet may be dedicated to other uses such as meter rooms, blank walls, emergency exits, etc.
  - 3) Ground floor residential is only permitted if necessary to meet the requirements of the Americans with Disabilities Act, there is no elevator access, and provided the following conditions are met:
    - (a) Must be situated behind the retail use.
    - (b) The building must maintain a minimum of 600 square feet of retail space at grade level and at the front of the building.
    - (c) The building must incorporate a cellar not less than 600 square feet or 50% of the building's footprint, whichever is greater, to provide storage space for the retail use and for the location of trash rooms, mechanical rooms, meters or other infrastructure needs of the building so as to maximize available retail space at the ground floor level. Additional space may be allocated to residential tenants.

## **X) SPECIFIC LAND USE REGULATIONS**

### **A) ZONE 1: CORE**

The purpose of this zone is to provide for high-density, high-rise construction on parcels immediately adjacent to the Journal Square Transportation Center. As the center of the Journal Square plan with the greatest access to both heavy rail and bus transportation systems, this block has the greatest potential to provide housing, office space, and other uses in a transit oriented manner.

- 1) Permitted Principal Uses:
  - (a) Mid and High-rise Residential: no residential units permitted on the ground floor.
  - (b) Retail Sales of Goods and Services/Financial Services.
  - (c) Office: Permitted everywhere except ground floor.
  - (d) Art galleries
  - (e) Live/Work units and home occupations: except on the ground floor.
  - (f) Restaurants, category one and two.
  - (g) Hotels/Bed and Breakfast.
  - (h) Theaters.
  - (i) Child/Adult Day Care Centers: except on the ground floor.
  - (j) Night Clubs/Bars.
  - (k) Schools.
  - (l) Community Centers.
  - (m) Museums.
  - (n) Government uses.
  - (o) Billboards: as per billboard requirements in Section VII: E above.
  - (p) Any combination of the above
- 2) Accessory Uses
  - (a) Structured parking and loading

- (b) Fences and seating walls
- (c) Landscape features
- (d) Improved Open Space
- (e) Signs
- (f) Rooftop Recreation
- (g) Sidewalk Cafe: where sidewalk width permits.
- 3) Prohibited Uses
  - (a) Surface parking as a principal or accessory use.
  - (b) Drive-through facilities pertaining to restaurants, banks, pharmacies, and other drive through uses
  - (c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
- 4) Lot Size and Dimension Requirements
  - (a) All existing lots at the time of adoption of this plan are conforming lots.
  - (b) Subdivisions must conform to the following minimum standards:
    - (i) Minimum lot area: 10,000 square feet.
    - (ii) Minimum lot width: 100 feet.
    - (iii) Minimum Lot Depth: 100 feet.
    - (iv) Shape Factor Maximum: 30
- 5) Maximum Floor Area Ratio (FAR) Standards
  - (a) The permitted Floor Area Ratio (FAR) for any new development shall be regulated according to the following table:

LOT SIZE (Square Feet)		Maximum Permitted FAR (residential primary use)	Maximum Permitted FAR (office primary use)
From	To		
0	5,999	4	4
6,000	19,999	8	6
20,000	29,999	16	8
30,000	59,999	20	12
60,000	and up	25	16

Table 3

- (b) The Floor Area Ratios in Table 3 above are inclusive of all built structures at or above grade including, but not limited to parking decks, lobbies, hallways, building core, common areas, etc.
- (c) Buildings over 210 feet must comply with "tower on a base" design requirements in Section VII: C.
- 6) Minimum Building Height Requirement
  - (a) The minimum height for any new building shall be sixty-five (65) feet.
- 7) Yard Requirements
  - (a) Front Yard Requirements:
    - (i) Front yard setback shall be sufficient to provide the minimum sidewalk width indicated in *Map 5: Required Sidewalk Width Map*, measured from the ground floor building facade to the existing curb-line at the time of adoption.

Example: If the existing sidewalk width is 10 feet, and the required sidewalk is 20 feet, then the required front yard setback shall be 10 feet.

- (b) Side Yard Requirements:
  - (i) Side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows or as per the "Tower on a Base" requirements in Section IV: C.
- (c) Rear Yard Requirements:
  - (i) No rear yard is required.
- 8) Sidewalk and streetscape elements shall complement the established design, color, materials and street furniture of the Journal Square Streetscape improvements.
- 9) ~~The current public pedestrian access easement that traverses the Block 9501, Lot 23 and provides access between Sip Avenue and Concourse East shall be maintained at grade level. Its location may be shifted to the eastern edge of Block 9501, Lot 23, parallel to the Hudson County College walkway and provide a minimum width of 15 feet. The existing College pedestrian walkway along the western side of Lot 22 on Block 9501 shall be maintained.~~ **Any project on Block 9501, Lot 23, shall provide ground floor retail frontage along Concourse East, and shall provide the west side of the pedestrian walkway on Lot 22 an active frontage or retail to create a quality pedestrian access to Concourse East from Sip Avenue, excepting areas necessary for loading and unloading.**
- 10) Improvement shall be provided to Concourse East to insure a seamless connection between the projects and usable shared sidewalk.
- 11) It is required that Pavonia Avenue be widened by approximately ten feet (10') on the South side, in-line with a previous street widening in front on the Journal Square Transportation Center. The required setback along Pavonia Avenue therefore must be sufficient to accommodate this street widening as well as the required sidewalk width of twenty (20') feet, totaling an approximate thirty (30) foot setback from the existing curb line along this section of Pavonia Avenue. The land necessary for this right-of-way improvement shall be dedicated to the City. All setback and stepback requirements shall be measured from the new property lines created.
- 12) A maximization of lot coverage and FAR is being permitted as a component of this zone due to its proximity to the Journal Square PATH station. At grade open space is not required on site, but instead must be provided as improvements to the Magnolia Ave kiss-and-ride drop off area as described in section VI) E above by any development adjacent to Magnolia Avenue for a length greater than 200 linear feet. Any developer that triggers this provision shall fund, improve, and maintain this new plaza entry way for the Journal Square Transportation Center. Any development application for building under this provision shall include the site plan development improvements for the plaza as part of the same application. Construction of the plaza shall be completed simultaneously with the principal building.

## B) ZONE 2: AIR-RIGHTS

- 1) The sole permitted use in this zone is for transportation uses. It is desirable in the future to deck over the existing rail tracks and develop the air rights above for a variety of uses, including office, commercial and residential uses, and to incorporate public open space to create landscaped pedestrian plazas that form a continuous link

from the Journal Square PATH station to the surrounding neighborhoods from Baldwin Avenue to Garrison Avenue. Recommended pedestrian corridors are shown on *Map 5: Required Sidewalk Width* and *Map 6: Circulation*. Building heights, forms, and permitted uses are to be determined as a future amendment to this redevelopment plan.

C) ZONE 3: COMMERCIAL CENTER

The purpose of this zone is to provide for an active and intensive use of parcels surrounding the Journal Square Transportation Center. With close proximity and short walking distances to heavy rail and bus transit systems, this zone complements the established commercial center of Jersey City.

1) Permitted Uses:

- (a) Residential: permitted everywhere except on the ground floor of buildings greater than 65 feet in height.
- (b) Retail Sales of Goods and Services/Financial Services.
- (c) Offices: permitted everywhere except on the ground floor of buildings greater than 65 feet in height.
- (d) Art galleries.
- (e) Live/Work units and home occupations: except on the ground floor of buildings greater than 65 feet in height.
- (f) Restaurants: category one and two.
- (g) Structured Parking: provided the design standards of Section IV: D above are met. Structured Parking is not permitted at any street corner location.
- (h) Hotels/Bed and Breakfast.
- (i) Medical Offices
- (j) Child and Adult Day Care Centers.
- (k) Theatres/Night Clubs/Bars.
- (l) Schools
- (m) Museum
- (n) Government uses.
- (o) Billboards: as per billboard requirements in Section VII: E above.
- (p) Any combination of the above.

2) Accessory Uses

- (a) Fences and seating walls.
- (b) Landscape features.
- (c) Improved Open Space.
- (d) Signs.
- (e) Rooftop Recreation.
- (f) Sidewalk Cafe: where sidewalk width permits.

3) Prohibited Uses

- (a) Surface parking as a principal or accessory use.
- (b) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive through uses.
- (c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).

4) Lot Size and Dimension Requirements

- (a) All existing lots at the time of adoption of this plan are conforming lots.
- (b) Subdivisions must conform to the following minimum standards:
  - (i) Minimum lot area: 7500 square feet.
  - (ii) Minimum lot width: 75 feet.
  - (iii) Minimum Lot Depth: 100 feet.
  - (iv) Shape Factor Maximum: 30
- 5) Density and Height Requirements
  - (a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
- 6) Maximum and minimum building height shall be calculated based on the lot size according to the following table provided the required standards in the table are met:

Approximate Lot Dimension	Lot Area up to: (square feet)	Minimum Building Height (stories)/(feet)	Maximum Building Height (stories)/(feet)
	0 to 2499	3 / 32'	3 / 34'
25x100	2500 to 4999	3 / 32'	5 / 54'
50x100	5000 to 7499	4 / 42'	8 / 85'
75x100	7500 to 9999	5 / 52'	10 / 105'
100x100	10000 to 12499	5 / 52'	18 / 195'
125x100	12500 and up	5 / 52'	25 / 265'

Table 4

- 7) Building Stepbacks: To provide light and air to adjacent lots, buildings taller than 4 stories must provide a "stepback" from the property line at the following intervals:

Story Level	Front Stepback	Side Stepback	Rear Stepback
1	none	none	none
2 to 5	none	none	15'
6 to 10	none	none	20'
11 to 18	10'	15'	30'
19 and up	See Tower on a Base Section VII: C		

Table 5

- 8) Yard Requirements
  - (a) Front Yard Requirements:
    - (i) Front yard setback shall be sufficient to provide the minimum sidewalk width indicated in *Map 5: Required Sidewalk Width Map*, measured from the ground floor building facade to the existing curb-line at the time of adoption.  
Example: If the existing sidewalk width is 10 feet, and the required sidewalk is 20 feet, then the required front yard setback shall be 10 feet.
    - (ii) Up to 30% of a building façade may be set back up to an additional 10 feet to

accommodate outdoor seating areas or public space, but not for front yard car parking and must be designed to be impractical for such use.

(b) Side Yard Requirements:

- (i) Side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows or as per the "Tower on a Base" requirements in Section IV: C.

(c) Rear Yard Requirements:

- (i) No rear yard is required, however a building step back above the ground floor is required as per Table 5 above.
- (ii) For through lots, a 50 foot "rear yard" is required at grade or above the first floor, and centered in the middle of the block.
- (iii) Corner lots shall adhere to the side yard requirements above provided that the wall of any proposed building above the ground floor shall not extend along the adjoining lot line for a depth of greater than 85 feet from the street line.

D) ZONE 4: NEIGHBORHOOD MIXED USE

The purpose of this zone is to provide for new housing, office space, and other uses on parcels within a 10 minute walk of the Journal Square Transportation Center. This zone continues the existing pattern of mixed land uses and building types while providing for increased height limits on corner lots.

1) Permitted Uses:

- (a) Residential: permitted everywhere except as restricted on the ground floor of buildings utilizing a corner height bonus depicted on *Map 3: Corner Lot Bonus Map*.
- (b) Retail Sales of Goods and Services/Financial Services.
- (c) Offices.
- (d) Art galleries.
- (e) Live/Work units and home occupations.
- (f) Restaurants: category one and two.
- (g) Structured Parking: provided the design standards of Section IV: D above are met. Structured Parking is not permitted at any street corner location.
- (h) Hotels/Bed and Breakfast.
- (i) Medical Offices.
- (j) Child and Adult Day Care Centers.
- (k) Theatres/Night Clubs/Bars: on corner lots, provided no more than 60 decibels is measureable outside the establishment. Night clubs and bars are limited to 5000 square feet.
- (l) Houses of worship.
- (m) Museum.
- (n) Schools.
- (o) Community Centers.
- (p) Government uses.
- (q) Any combination of the above.

2) Accessory Uses

- (a) Structured and surface parking and loading.
- (b) Fences and seating walls.

- (c) Landscape features.
- (d) Improved Open Space.
- (e) Signs.
- (f) Rooftop Recreation.
- (g) Sidewalk Cafe: where sidewalk width permits.
- 3) Prohibited Uses
  - (a) Surface parking as a principal use.
  - (b) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive through uses.
  - (c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - (d) Billboards.
- 4) Lot Size and Dimension Requirements
  - (a) All existing lots at the time of adoption of this plan are conforming lots.
  - (b) Subdivisions must conform to the following minimum standards:
    - (i) Minimum lot area: 7500 square feet.
    - (ii) Minimum lot width: 75 feet.
    - (iii) Minimum Lot Depth: 100 feet.
    - (iv) Shape Factor Maximum: 30
- 5) Density and Height Requirements
  - (a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
  - (b) Maximum and minimum building height shall be calculated based on the lot size according to the following table provided the required standards in the table are met:

Approximate Lot Dimension	Lot Area up to: (square feet)	Minimum Building Height (stories)/(feet)	Maximum Building Height (stories)/(feet)	Maximum Building Height with Bonus "C" (stories)/(feet)	Maximum Building Height with Bonus "B" (stories)/(feet)	Maximum Building Height with Bonus "A" (stories)/(feet)
	0 to 2499	2 / 22'	3 / 34'			
25x100	2500 to 4999	2 / 22'	4 / 44'	5 / 54'	5 / 54'	5 / 54'
50x100	5000 to 7499	3 / 32'	5 / 54'	6 / 64'	6 / 64'	8 / 85'
75x100	7500 to 9500	4 / 42'	6 / 64'	6 / 64'	8 / 85'	8 / 85'
95x100	9501 and up	5 / 52'	6 / 64'	6 / 64'	8 / 85'	12 / 130'

Table 6

- (c) Corner Lot Bonus: Corner lots at selected locations are permitted a height bonus to encourage larger buildings at street corners as indicated in *Map 3: Corner Lot Bonus Map*. To qualify for the bonus height, corner lots must have the minimum lot size indicated in Table 6 for each bonus as well as the minimum sidewalk width indicated in *Map 5: Sidewalk Width Map*, or a minimum of 12 feet; whichever is greater. Corner Bonus projects are not required to match adjacent

front yard setbacks in section 6 below, but instead must provide a front yard setback from the existing curb-line at the time of adoption sufficient to meet the minimum sidewalk width as per the *Map 5: Sidewalk Width Map*, or a minimum of 12 feet, whichever is greater. Projects must also comply with the minimum floor-to-ceiling height requirements and required building stepbacks. Buildings of 8 stories and greater must provide ground floor commercial uses in all ground floor areas not utilized for parking, storage or building utilities; and must measure a minimum depth of 30 feet from all street lines. Ground floor residential is only permitted at the rear of a building where a minimum of 5000 square feet of retail is provided. The Corner Lot Bonus is applicable to a maximum lot area of 20,000 square feet.

- (d) Whole block development provision: where an entire block measuring greater than 30,000 square feet (not including any property in Zone 6) is consolidated, bounded only by rights-of-way, the development standards for Zone 3 may be applied provided that:
  - (i) A 20 foot sidewalk is provided around the entire circumference of the block.
  - (ii) Tower stepbacks of 12 feet are accommodated set back from the base facade.
  - (iii) Parking is not permitted to front along any right-of-way at grade level. All parking uses must be screened from view through the use of wrap units. Any non-parking permitted use must occupy the first floor along all rights-of-way to a depth of a minimum of 25 feet. Parking may only be exposed on or above the second story.
  - (iv) Properties in Zone 6 must be excluded from any site plan under this provision.
  - (v) No buildings may be placed in the right-of-way preservation area as indicated on *Map 6: Circulation*. All preservation areas must be designed as publicly accessible plaza.
- (e) Building Stepbacks: To provide light and air to adjacent lots, buildings must provide a "stepback" from the property line at the following intervals:

Story Level	Front Stepback	Side Stepback	Rear Stepback
1	none	none	none
2 to 5	none	none	30'
6 to 8	none	5'	30'
9 to 12	10'	10'	30'

Table 7

## 6) Yard Requirements

### (a) Front Yard Requirements:

- (i) Front yard setback shall match the setback of the "Primary Building Façade" (see Article I of the Land Development Ordinance for definition of Primary Building Façade) on either side of the subject parcel, provided that the building setback to be matched shall be closest to the predominant (most frequently occurring) setback on the block front. Where sidewalk widths are less than 8 feet, the front yard setback requirement must be the minimum of 8 feet from front facade at the ground floor to the curb.

- (ii) Up to 30% of a building façade may be set back up to an additional 10 feet to accommodate stoops, outdoor seating areas or public space, but not for front yard car parking and must be designed to be impractical for such use.
  - (iii) If the adjacent front yard setbacks are greater than 10 feet, and the project site has 60 feet or more of frontage on a right-of-way, then the building may limit the front yard setback requirement to 10 feet.
  - (iv) Where retail is required as indicated in *Map 4: Required Retail Use Map*, the front yard setback shall be from the existing curb-line at the time of adoption sufficient to provide the minimum sidewalk width as depicted in *Map 5: Required Sidewalk Width Map*, measured from the ground floor building facade to curb. Example: If the existing sidewalk width is 10 feet, and the required sidewalk is 20 feet, then the front yard setback shall be 10 feet.
- (b) Side Yard Requirements:
- (i) Where the adjacent building is less than four stories, the minimum side yard setback shall be 3 feet to match an adjacent 2 foot yard, 2 feet to match an adjacent 3 foot yard, or the required minimum to meet fire and building code to accommodate windows.
  - (ii) Where a ground floor retail use is mandatory (see *Map 4: Required Retail Use Map*), side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows.
  - (iii) Where the adjacent building is greater than 4 stories, or where the adjacent building is built on the lot line, side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows.
- (c) Rear Yard Requirements:
- (i) No rear yard is required, however a step back of 30 feet is required above the first floor as per the building step back table above.
  - (ii) For through lots, a 50 foot "rear yard" is required at grade or above the first floor, and centered in the middle of the block.
  - (iii) Corner lots shall adhere to the side yard requirements above provided that the wall of any proposed building above the ground floor shall not extend along the adjoining lot line for a depth of greater than 70 feet from the street line.

#### E) ZONE 5: COMMERCIAL MAIN STREET

The purpose of this zone is to continue the existing pattern of main street type commercial buildings along Newark Avenue while providing for efficient modern new construction and increased density on corner lots.

##### 1) Permitted Uses:

- (a) Residential: permitted everywhere except on the ground floor.
- (b) Retail Sales of Goods and Services/Financial Services.
- (c) Offices.
- (d) Art galleries.
- (e) Live/Work units and home occupations: permitted everywhere except on the ground floor.
- (f) Restaurants: category one and two.
- (g) Structured Parking: provided the design standards of Section IV: D above are met. Structured Parking is not permitted at any street corner location.

- (h) Hotels/Bed and Breakfast.
  - (i) Medical Offices.
  - (j) Child and Adult Day Care Centers.
  - (k) Night Clubs/Bars: on corner lots, provided no more than 60 decibels is measureable outside the establishment.
  - (l) Museum.
  - (m) Any combination of the above.
- 2) Accessory Uses
- (a) Structured parking and loading.
  - (b) Fences and seating walls.
  - (c) Landscape features.
  - (d) Improved Open Space.
  - (e) Signs.
  - (f) Rooftop Recreation.
  - (g) Sidewalk Cafe: where sidewalk width permits.
- 3) Prohibited Uses
- (a) Surface parking as a principal or accessory use.
  - (b) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive-through uses.
  - (c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - (d) Billboards.
- 4) Lot Size and Dimension Requirements
- (a) All existing lots at the time of adoption of this plan are conforming lots.
  - (b) Subdivisions must conform to the following minimum standards:
    - (i) Minimum lot area: 2500 square feet.
    - (ii) Minimum lot width: 25 feet.
    - (iii) Minimum Lot Depth: 100 feet.
    - (iv) Shape Factor Maximum: 30
- 5) Density and Height Requirements
- (a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
  - (b) Maximum and minimum building height shall be calculated based on the lot size according to the following table provided the required standards in the table are met:

Approximate Lot Dimension	Lot Area up to: (square feet)	Minimum Building Height (stories)/(feet)	Maximum Building Height (stories)/(feet)	Maximum Building Height with Bonus "C" (stories)/(feet)	Maximum Building Height with Bonus "B" (stories)/(feet)	Maximum Building Height with Bonus "A" (stories)/(feet)
	0 to 2499	3 / 32'	3 / 34'			
25x100	2500 to 4999	3 / 32'	4 / 44'	5 / 54'	5 / 54'	5 / 54'
50x100	5000 to 7499	3 / 32'	5 / 54'	6 / 64'	6 / 64'	6 / 64'
75x100	7500 to 9500	4 / 42'	6 / 64'	6 / 64'	8 / 85'	8 / 85'

95x100	9501 and up	5 / 52'	6 / 64'	6 / 64'	8 / 85'	12 / 130'
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Table 8

- (c) **Corner Lot Bonus:** Corner lots at selected locations are permitted a height bonus to encourage larger buildings at street corners as indicated in *Map 3: Corner Lot Bonus Map*. To qualify for the additional height, corner lots must have the minimum lot size indicated in Table 8 above for each bonus as well as the minimum sidewalk width indicated in *Map 5: Required Sidewalk Width Map*, or a minimum width of 12 feet; whichever is greater. Corner Bonus projects are not required to match adjacent front yard setbacks in Section 5 below, but instead provide a front yard setback from the existing curb-line at the time of adoption sufficient to meet the minimum sidewalk width, or a minimum width of 12 feet; whichever is greater. Projects must also comply with the minimum floor-to-ceiling height requirements and required building setbacks. The Corner Lot Bonus is applicable to a maximum lot area of 20,000 square feet.
- (d) **Building Setbacks:** To provide light and air to adjacent lots, buildings must provide a "setback" from the property line at the following intervals:

Story Level	Front Setback	Side Setback	Rear Setback
1	none	none	none
2 to 5	none	none	15'
6 to 8	none	5'	20'
9 to 12	5'	10'	25'

Table 9

## 6) Yard Requirements

### (a) Front Yard Requirements:

- The front yard setback shall be sufficient to provide the minimum sidewalk width as indicated in *Map 5: Required Sidewalk Width Map*, measured from the ground floor building facade to the existing curb-line at the time of adoption. Example: If the existing sidewalk width is 10 feet, and the required sidewalk is 20 feet, then the front yard setback shall be 10 feet.
- Up to 30% of a building façade may be set back up to an additional 10 feet to accommodate outdoor seating areas or public space, but not for front yard car parking and must be designed to be impractical for such use.

### (b) Side Yard Requirements:

- Side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows.

### (c) Rear Yard Requirements:

- No rear yard is required, however a second floor step back of 30 feet is required as per Table 9 above.
- For through lots, a 50 foot "rear yard" is required at grade or above the first floor, and centered in the middle of the block.

- (iii) Corner lots shall adhere to the side yard requirements above provided that the wall of any proposed building above the ground floor shall not extend along the adjoining lot line a distance greater than 85 feet from the street line for floors 2 through 5, 80 feet for floor 6 through 8 and 75 feet for floors 9 to 12.

F) ZONE 6: PRESERVATION

Situated with the original palisaded town of Bergen to the south, and Newark Avenue and Five Corners to the north; the Journal Square 2060 Redevelopment Plan Area has been the site of architectural endeavors for some 350 years. Although many early buildings have been razed in the development of the area, much remains to give us an idea of the area's development: socially, economically, architecturally, historically and culturally. Many resources remain that are locally significant and that still possess integrity of location, design, setting, materials, workmanship, feeling, and association. These buildings and streetscapes give the area a unique sense of place different not experienced elsewhere in the city.

During prior waves of development in the twentieth century, when the area's landscape changed from that of a suburban small town to the city's Central Business District, important buildings were demolished, altered, or moved. Development, especially in the first half of the twentieth century, was sometimes undertaken without examination and appreciation of past cultural and architectural development. This plan seeks to preserve important resources which help to define the unique character of the Journal Square area. This Zone shall preserve a wide variety of buildings characteristic of the area's varied development encompassing the seventeenth century Newkirk / Summit House, the eighteenth and nineteenth century Apple Tree House, Victorian brick townhouse rows, a Classical Revival Terrace on East Street, late 19th century mixed use developments and large early 20th century apartment buildings as well as churches, theatres and office buildings.

The properties that have been selected for Zone 6: Preservation have, paraphrasing the National Register Criteria for Evaluation:

- A. Been associated with events that have made significant contribution to the broad patterns of our history; or
- B. Are associated with the lives of persons significant in our past; or
- C. Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. Have yielded, or may be likely to yield, information important in prehistory or history.

To respect the special character that the Journal Square area has acquired and retained over the past three and one half centuries, the buildings included in this Preservation

Zone shall be rehabilitated in accordance with the *Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties* so that future generations can be delighted by the history and architecture of the Journal Square Neighborhood.

1) Permitted Uses:

- (a) All uses at their existing location at the time of adoption of this Plan are permitted.
- (b) New uses shall be considered by the Planning Board on a case by case basis, guided by adjacent uses only. Because historic buildings in this zone are scattered throughout the Plan Area, and are situated in a variety of land use areas, the permitted uses in this zone must be contextual to the site.
- (c) Adaptive re-use conversions to residential or live/work units is permitted.

2) Lot Size and Dimension Requirements

- (a) All existing lots at the time of adoption of this plan are conforming lots.
- (b) Subdivision is not permitted.

3) Height and Bulk Requirements

- (a) The existing building height, floor area, established setbacks and the exterior building envelope as of the adoption of this Plan shall constitute the development standards of each building. Any change to the above standards shall constitute a deviation from this plan.
- (b) Minor alterations in site plan and façade characteristics may be permitted by the Planning Board provided such alterations are consistent with the above standards for this zone. Any changes not consistent with this Plan are cognizable under a deviation application, and will be judged on their merits.

4) Yard and Coverage Requirements

- (a) building coverage: existing
- (b) lot coverage: existing
- (c) front yard: existing
- (d) side yard: existing
- (e) rear yard: existing

5) Building Design Requirements

- (a) All visible façades must retain historic building fabric where practicable. Architectural elements must be fully retained, preserved, restored, or recreated as necessary, based on site, photographic, or period documentation.
- (b) Any rehabilitation is to be done in compliance with the *Secretary of the Interiors Standards and Guidelines for the Treatment of Historic Properties*
- (c) All building must comply with all State or national historic register regulations.
- (d) Parking is not permitted in this zone unless present at the time of adoption of this redevelopment plan.

G) ZONE 7: DECO

The purpose of this zone is to retain and preserve the early twentieth century art-deco facades along Bergen Avenue while providing for vertical additions to these historic facades.

1) Permitted Uses:

- (a) Residential: permitted everywhere except on the ground floor.

- (b) Retail Sales of Goods and Services/Financial Services.
- (c) Offices: permitted everywhere except on the ground floor.
- (d) Art galleries.
- (e) Live/Work units and home occupations: permitted everywhere except on the ground floor.
- (f) Restaurants: category one and two.
- (g) Hotels/Bed and Breakfast.
- (h) Medical Offices: permitted everywhere except on the ground floor.
- (i) Child and Adult Day Care Centers: permitted everywhere except on the ground floor.
- (j) Night Clubs/Bars: on corner lots, provided no more than 60 decibels is measureable outside the establishment. Night clubs and bars are limited to 3000 square feet.
- (k) Museum.
- (l) Any combination of the above.
- 2) Lot Size and Dimension Requirements
  - (a) All existing lots at the time of adoption of this plan are conforming lots.
  - (b) Subdivision is not permitted.
- 3) Height Requirements
  - (a) Maximum building height: 8 stories and 85 feet
  - (b) Building Stepbacks: a 15 foot front stepback is required for any additions above the existing deco buildings along Bergen Avenue. A 5 foot stepback is required for any additions on Newkirk Street.
- 4) Yard Requirements
  - (a) The maximum permitted building and lot coverage shall be the existing building and lot coverage at the time of adoption of this Plan.
- 5) Building Design Requirements
  - (a) All visible façades must retain historic building fabric where practicable. Architectural elements must be fully retained, preserved, restored, or recreated as necessary, based on site, photographic, or period documentation.
  - (b) Any facade rehabilitation is to be done in compliance with the *Secretary of the Interiors Standards and Guidelines for the Treatment of Historic Properties*
  - (c) The front façade of any roof top addition must include 75 % glazing which will minimize any impact the addition may have on the historic resource.
  - (d) Parking is not permitted in this zone.
- H) ZONE 8: BERGEN SQUARE
 

The purpose of this zone is to demarcate and preserve the footprint, block, and lot lines of the original Dutch settlement of Bergen, established in 1661. This zone provides for mixed use development respecting the established height limits and development context found in Bergen Square.

  - 1) Permitted Uses:
    - (a) Residential: permitted everywhere except on the ground floor of buildings utilizing a corner height bonus.
    - (b) Retail Sales of Goods and Services/Financial Services.
    - (c) Offices.
    - (d) Medical Offices

- (e) Art galleries.
  - (f) Live/Work units and home occupations.
  - (g) Restaurants: category one and two.
  - (h) Bed and Breakfast.
  - (i) Child and Adult Day Care Centers.
  - (j) Night Clubs/Bars: restricted to Bergen Ave, provided no more than 60 decibels is measureable outside the establishment.
  - (k) Schools.
  - (l) Community Centers.
  - (m) Government uses.
  - (n) Museum.
  - (o) Any combination of the above.
- 2) Accessory Uses
- (a) Fences and seating walls.
  - (b) Landscape features.
  - (c) Improved Open Space.
  - (d) Signs.
  - (e) Rooftop Recreation.
  - (f) Sidewalk Cafe: where sidewalk width permits.
- 3) Prohibited Uses
- (a) Surface parking as a principal or accessory use.
  - (b) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive through uses.
  - (c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - (d) Billboards.
- 4) Lot Size and Dimension Requirements
- (a) All existing lots at the time of adoption of this plan are conforming lots.
  - (b) Subdivisions must conform to the following minimum standards:
    - (i) Minimum lot area: 2500 square feet.
    - (ii) Minimum lot width: 25 feet.
    - (iii) Minimum Lot Depth: 100 feet.
    - (iv) Shape Factor Maximum: 30
- 5) Density and Height Requirements
- (a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
  - (b) Maximum and minimum building height shall be calculated based on the lot size according to the following table provided the required standards in the table are met:

Approximate Lot	Lot Area up to:	Minimum Building	Maximum Building Height
--------------------	--------------------	---------------------	----------------------------

Dimension	(square feet)	Height (stories)/(feet)	(stories)/(feet)
	0 to 2499	2 / 22'	3 / 34'
25x100	2500 to 4999	2 / 22'	4 / 44'
50x100	5000 and up	3 / 32'	5 / 54'

Table 10

- (c) Building Stepbacks: To provide light and air to adjacent lots, buildings taller than 4 stories must provide a "stepback" from the property line at the following intervals:

Story Level	Front Stepback	Side Stepback	Rear Stepback
1 to 4	none	none	30'
5	10'	none	30'

Table 11

## 6) Yard Requirements

### (a) Front Yard Requirements:

- (i) Front yard setback shall match the setback of the "Primary Building Façade" (see Article I of the Land Development Ordinance for definition of Primary Building Façade) on either side of the subject parcel, provided that the building setback to be matched shall be closest to the predominant (most frequently occurring) setback on the block front.
- (ii) Where retail is required as indicated in *Map 4: Required Retail Use Map*, the front yard setback from the existing curb-line at the time of adoption shall be sufficient to provide the minimum sidewalk width as depicted in *Map 5: Required Sidewalk Width Map*, measured from the ground floor building facade to curb. Example: If the existing sidewalk width is 10 feet, and the required sidewalk is 20 feet, then the front yard setback shall be 10 feet.

### (b) Side Yard Requirements:

- (i) Where the adjacent building is less than four stories, the minimum side yard setback shall be 3 feet to match an adjacent 2 foot yard, 2 feet to match an adjacent 3 foot yard, or the required minimum to meet fire and building code to accommodate windows.
- (ii) Where a ground floor retail use is mandatory (see *Map 4: Required Retail Use Map*), side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows.
- (iii) Where the adjacent building is greater than 4 stories, or when the adjacent building is built on the lot line, side yards are not permitted within 10 feet of a right-of-way except where required by fire or building code to accommodate adjacent windows.

### (c) Rear Yard Requirements:

- (i) A rear yard contextual to the block and lining up with adjacent buildings as determined by the Planning Board is required.

I) ZONE 9: PARKS

- 1) Parks, plazas, and other types of public open space are the only permitted at grade use in this zone. Underground parking facilities are also permitted beneath the required at grade park.

J) ZONE 10: TRANSITION

- 1) All parcels in Zone 10 must be submitted to the City Planning Division as a single site plan application, however construction may be phased.
- 2) A maximum of two buildings may be constructed in Zone 10, with the remainder of the zone developed as open space. One of the two buildings must be on Block 10601 Lot 39 adjacent to the historic Lowes Theatre. The second building must be situated south of the continuation of the Van Reipen Avenue right-of-way and a minimum of 40 feet from the Zone 2 boundary line.
- 3) The as-of-right building height shall be a maximum of 6 stories. This height limitation may be exceeded by constructing the un-built portions of Zone 10 as publicly accessible open space. Surface parking is not permitted. Each square foot of open space made available to the public may be converted to FAR applicable to the two permitted building sites at a ratio of 6:1. For example, 10,000 square feet of land designed as public open space will permit 60,000 additional square feet to be built above the permitted 6 stories. The building site on Block 10601 Lot 39 shall not be restricted in the amount of bonus FAR applied to this site, however any second building shall have a maximum height of 12 stories or 130 feet with applied bonus FAR.
- 4) The site plan for Zone 10 must be in conformity with all design requirements in Chapter VI as well as the required public sidewalk requirements found on *Map 5: Required Sidewalk Width*.

K) ZONE 11: TRANSITION

- 1) All land in Zone 11 must be submitted to the City Planning Board as a single site plan application, however construction may be phased.
- 2) Property in Zone 11 fronting on Summit Avenue, continuing to the east side of the West Street right-of-way and its extension to the south across Block 9604 Lot 11 and Block 10803 Lot 27 may utilize the development regulations of Zone 3 Commercial Center, with the following additional requirements:
  - (a) Summit House Plaza: A 30 foot side yard shall be provided along the southern property line of the Summit House at 510 Summit Avenue, one of the oldest buildings in the State of New Jersey. This yard area must be developed as a pedestrian plaza, and may include seating for restaurant or cafe type uses. Driveway egress only to Summit Avenue is permitted within the required plaza area.
  - (b) A 10 foot yard shall be provided along the eastern property line at the rear of the Summit House.
  - (c) No yard or building setbacks shall be required between any two buildings within Zone 11.
  - (d) Primary driveway entrance and exit must be from West Street.
  - (e) A 24 hour publicly accessible pedestrian easement and paved walkway shall be constructed along the full length of the southern property line of Block 10803 Lot 27 with a minimum width of 20 feet, running along the PATH rail tracks and

connecting from Summit Avenue to the Zone 9 Park (see Map 5: Required Sidewalk Width Map).

- (f) A building height bonus of 17 stories has been granted for this portion of Zone 11 due to the dedication of land for a public park. The maximum building height is therefore set at 42 stories and 440 feet.
- 3) Property in Zone 11 east of the West Street right-of-way and its extension to the south across Block 9604 Lot 11 and Block 10803 Lot 27 may unitize the development regulations of Zone 4 Neighborhood Mixed Use, with the following additional requirements:
  - (a) A publicly accessible pedestrian easement and paved walkway shall be constructed along the full length of the southern property line of Block 10803 Lot 27 with a minimum width of 20 feet, running along the PATH rail tracks and connecting from Summit Avenue to the Zone 9 Park (see Map 5: Required Sidewalk Width Map).
  - (b) Multi-level parking garages within this portion of Zone 11:
    - (i) shall have a height limit of 5 parking levels and 50 feet.
    - (ii) are required to provide a minimum 10 foot rear yard adjacent to Zone 6 and Zone 9.
    - (iii) shall not be required to provide building step backs.

## **XI) DEFINITIONS**

- A) All definitions shall refer to the Jersey City Land Development Ordinance.

## **XII) MAPS**

- 1) Boundary Map
- 2) Zone Districts Map
- 3) Corner Lot Bonus Map
- 4) Required Retail Use Map
- 5) Sidewalk Width Map
- 6) Circulation Map

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.135

TITLE: 3.F OCT 8 2014 4.E

**OCT 22 2014**

Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Journal Square 2060 Redevelopment Plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	ABSENT			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

**OCT 08 2014 7-0**

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

**OCT 22 2014 8-0**

Councilperson LAVARRO moved, seconded by Councilperson OSBORNE to close P.H.

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

YVONNE BALZER  
LAVERN WASHINGTON

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMEN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

**OCT 22 2014 9-0**

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **OCT 08 2014**

Adopted on second and final reading after hearing on **OCT 22 2014**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **OCT 22 2014**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **OCT 22 2014**

APPROVED:

Steven M. Fulop, Mayor

Date **OCT 23 2014**

Date to Mayor **OCT 23 2014**

City Clerk File No. Ord. 14.129

Agenda No. 3.J. 1st Reading

Agenda No. 4.K. 2nd Reading & Final Passage

4.I. OCT 22 2014



**DEFEATED**  
**ORDINANCE**  
**OF**  
**JERSEY CITY, N.J.**

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.129

**DEFEATED**

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
REPLACING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT  
PLAN WITH A NEW DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Danforth Avenue Transit Village Redevelopment Plan at its meeting of October 7, 2008, by Ordinance 08-142; and

**WHEREAS**, after many years, the residential redevelopment envisioned in the Danforth Transit Village Redevelopment Plan has not been realized while industrial firms now desire to expand in place; and

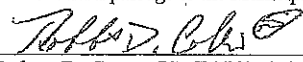
**WHEREAS**, the Local Redevelopment and Housing Law (NJSA 40A:12A-1 et seq.) permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment," and "in need of rehabilitation;" and

**WHEREAS**, the Planning Board voted favorably to recommend the replacement of the Danforth Transit Village Redevelopment Plan with a new Danforth Industrial Park Redevelopment Plan at its regular meeting of August 26, 2014; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the Danforth Transit Village Redevelopment Plan be replaced in its entirety with the Danforth Industrial Park Redevelopment Plan, as recommended by the Jersey City Planning Board.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, PP, FAICP, Director, Division of City Planning

**DEFEATED**

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED: 

APPROVED: 

Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY REPLACING THE DANFORTH AVENUE TRANSIT VILLAGE REDEVELOPMENT PLAN WITH A NEW DANFORTH INDUSTRIAL PARK REDEVELOPMENT PLAN**

**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Will replace the Danforth Transit Village Redevelopment Plan with a new Danforth Industrial Park Redevelopment Plan. The current Transit Village plan was adopted in 2008 in an attempt to convert a small industrial area to residential use adjacent to the Danforth light rail station. The conversion to residential is now no longer feasible, and the existing industrial firms wish to expand. The proposed Industrial Park plan will remove the residential zoning and provide for the expansion of the industrial uses in this area.

**DEFEATED**

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

11.1.

## Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 14.129

TITLE: 3.J SEP 23 2014 4.k

4.F. OCT 22 2014

Ordinance of the Municipal Council of the City of Jersey City replacing  
the Danforth Avenue Transit Village Redevelopment Plan with a new  
Danforth Industrial Park Redevelopment Plan

DEFEATED

RECORD OF COUNCIL VOTE ON INTRODUCTION								SEP 23 2014 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

*Tabled 7-1 Gajewski: absent; Rivera: nay, prior to  
the close of the public hearing on a motion by  
Lavarro, seconded by Ramchal.*

*Removed 9-0 from tabled agenda on a  
motion by Rivera, seconded by Coleman*

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE								OCT 22 2014 0-9			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		✓		YUN		✓		RIVERA		✓	
RAMCHAL		✓		OSBORNE		✓		WATTERMANN		✓	
BOGGIANO		✓		COLEMAN		✓		LAVARRO, PRES.		✓	

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on SEP 23 2014

~~DEFEATED~~ on second and final reading after hearing on OCT 22 2014

This is to certify that the foregoing Ordinance was *defeated*  
the Municipal Council at its meeting on

*Defeated*

Robert Byrne, City Clerk

DEFEATED

RRL

DEFEATED

Rolando R. Lavarro, Jr., Council President

Date

\*Amendment(s):

Steven M. Fulop, Mayor

Date

Date to Mayor